

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE

MARLAYNA G. TILLMAN,

Plaintiff,

v.

THE PEPSI BOTTLING GROUP, INC.,
and TEAMSTERS LOCAL UNION
830,

Defendants.

C.A. No.: 04-1314(SLR)

**PLAINTIFF'S APPENDIX TO PLAINTIFF'S ANSWERING BRIEF
IN OPPOSITION TO DEFENDANTS, PEPSI BOTTLING
GROUP'S AND INTERNATIONAL BROTHERHOOD OF TEAMSTERS
LOCAL UNION 830'S MOTIONS FOR SUMMARY JUDGMENT**

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Dated: April 23, 2007

Pages B067-
B131 +
Cert. of Service

ARTICLE XX
SEVERANCE

Beginning January 1, 2001, EMPLOYER, on behalf of each regular full-time employee who has completed his/her probationary period, shall make contributions of one dollar (\$1.00) per week for each week worked or for which pay is received pursuant to this Agreement in the UNION'S Severance Fund. Beginning January 1, 2002, the contribution will become two dollars (\$2.00) per week. Beginning January 1, 2003, the contribution will become three dollars (\$3.00) per week. The benefits available to such employees thereunder will be such as are established from time to time by the Trustees of the Severance Fund. Such contributions shall be the limit of the EMPLOYER'S obligation to its employees with respect to severance benefits.

EMPLOYER shall be obligated to continue contributions for the benefits defined in this Article until the first (1st) day of the month following the sixth (6th) month of continued absence from work due to illness or injury

ARTICLE XXI
GRIEVANCE – ARBITRATION

☐ In the event of a grievance or dispute arising under the terms of this Agreement, the employee shall take the matter up with his/her Supervisor, at which time a Shop Steward may be present, and every reasonable effort shall be made to reach a satisfactory solution. If no solution is reached, a formal grievance will be made with the Shop Steward and employee and another attempt will be made to resolve the issue with the supervisor. If, at that time, no satisfactory solution can be reached, the Business Agent or other duly authorized representative of the Union shall be notified by the employee within two (2) days of the event in issue, and the Business Agent or the duly authorized representative of the Union shall take the matter up with the Employer within five (5) days after the occurrence of the event in issue. If the Business Agent of the Union and the Employer cannot reach a satisfactory agreement, the matter shall be submitted to a disinterested arbitrator. The arbitrator shall be selected in accordance with the then prevailing Labor Arbitration Rules of the American Arbitration Association.

☐ The decision of the arbitrator shall be final and binding. No arbitrator shall have the power to add to or subtract from the terms of this Agreement. The parties agree to expedite such arbitration.

☐ The fee of the impartial arbitrator and the other costs of arbitration shall be borne equally by the Union and the Employer.

☐ It is expressly understood and agreed that any request for arbitration of a discharge of an employee must be made in writing by an Official of the Union to the Employer within fifteen (15) days from the date a written notice of the discharge is conveyed by the Employer to an Official of the Union, other than a Shop Steward, or it shall not be subject to arbitration.

In the case of any arbitration of a discharge, the arbitrator may sustain the discharge, or may order the reinstatement of the employee with or without back pay.

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ARTICLE XXII
STRIKES AND LOCKOUTS

Under no circumstances shall any strike, stoppage of work, walkout, picketing, boycott, refusal to work or perform any part of duty, or other interference with, or interruption of, the normal conduct of Employer's business be ordered, sanctioned, permitted or enforced by the Union, nor shall any lockout be ordered, sanctioned, permitted or enforced by the Employer, its officials or agents.

ARTICLE XXIII
PICKET LINES

It shall not be a violation of this Agreement, and it shall not be cause for discharge or disciplinary action, in the event an employee refuses to cross a lawful picket line at an establishment other than an Employer's establishment providing the picket line has been approved by Teamsters Joint Council 53.

ARTICLE XXIV
FUNERAL LEAVE

☐ In the case of a death in the immediate family (namely; the death of a parent, grandparent, spouse's grandparent, stepchildren, spouse, child, brother or sister, father-in-law or mother-in-law) of a regular full-time employee requiring the employee's absence from his/her regularly scheduled assignments, the employee shall be granted a leave of absence up to three (3) working days. The three (3) working days shall be the two (2) working days immediately following death and the day of the funeral. Under no circumstances shall the application of this clause result in an increase in the employee's basic weekly wages.

ARTICLE XXV
JURY DUTY

In the event an employee is called for jury duty and cannot get excused, he/she will receive his/her regular earnings less any and all amounts received for such service for regular scheduled workdays absent on such service for a maximum of ten (10) workdays. Regular earnings are used herein for each day shall be a day's pay as provided for holidays in Article V.

The Company will provide the Union with a side letter that states that the Company will meet with the Union to discuss extending jury duty pay for Employees required to perform jury duty that last longer than ten (10) days.

ARTICLE XXVI
MILITARY LEAVE

Employees entering the military service shall be granted all rights and privileges required under the Law.

ARTICLE XXVII
STEWARDS

The Employer recognizes the right of the Union to designate one (1) Shop Steward and one (1) alternate from each department as described in Article XV. The Employer further recognizes that there will be one (1) Shop Steward assigned for each manufacturing shift.

The authority of Shop Stewards and alternates so designated by the Union shall be limited to, and shall not exceed, the following duties and activities:

- ☐ The investigation and presentation of grievances in accordance with the provisions of the Collective Bargaining Agreement.
- ☐ The collection of dues when authorized by appropriate Local Union action.
- ☐ The transmission of such messages and information which shall originate with, and are authorized by, the Local Union or its officers, provided such messages and information:
 - a. have been reduced to writing, or
 - b. if not reduced to writing, are of a routine nature and do not involve work stoppages, slowdowns, refusal to handle goods, or any other interference with the Employer's business.

Shop Stewards and alternates have no authority to take strike action, or any other action interrupting Employer's business.

The Employer recognizes these limitations upon the authority of Shop Stewards and their alternates, and shall not hold the Union liable for any unauthorized acts. The Employer in so recognizing such limitations shall have the authority to impose proper discipline, including discharge, in the event the Shop Steward has taken unauthorized strike action, slowdown, or work stoppage in violation of this Agreement.

The Employer agrees a Shop Steward, who is qualified to perform the work, is to have superseniority for layoff and rehiring. The Union shall be privileged to appoint alternate Shop Stewards to act in the absence of a Shop Steward, but such alternate Shop Steward shall not have superseniority.

Provided there is no abuse of this privilege, the Employer will keep a Shop Steward on the clock while he/she is processing a grievance during his/her normal shift hours. A Steward will not remain on the clock while processing grievances after the end of his/her normal shift.

ARTICLE XXVIII
LEAVE OF ABSENCE

The Employer agrees to grant the necessary and reasonable time off, without pay, to one (1) employee serving on the Union Executive Board designated by the Union to attend a labor convention, provided and upon the following conditions:

- ☐ At least ten (10) days' written notice therefore is given by the Union to the Employer setting forth the name of the employee, the nature and place of the convention and the respective dates under which such time off shall commence and end.
- ☐ The duration of such time off shall not exceed one (1) workweek and shall occur only once in any calendar year.
- ☐ The leave does not provide any operational hindrance.

Employees requesting a Leave under the Family Leave Act will have the option to exhaust all eligible paid time off before starting a 12 week leave without pay as provided for under the act.

ARTICLE XXIX
TRAINING PROCEDURE

When the Employer determines a need for developing a pool of additional qualified employees in a job classification, an appropriate number of training bids will be posted. The training opportunities will be awarded to the most senior qualified employee(s) within the Department. Those individuals awarded the training bid will be given basic training as a group and then provided with on-the-job training as soon as possible based on seniority. Those who successfully complete the training program will become Qualified Trainees in the job classification. When a job opening occurs in that job classification, those who are Qualified Trainees in that classification will fill the opening based on their seniority.

The Company will set in place a procedure by which any employee who wishes will be afforded the opportunity to train and receive a CDL license. This procedure will be in place no later than September 1, 1995, and the Union agrees to cooperate with the Company to accomplish this within contractual limits. The Company will provide a vehicle for training and an Instructor. The employee will not be paid for the time spent training or the cost of the CDL license.

ARTICLE XXX
DRUG/ALCOHOL POLICY

The manufacture, use, sale, purchase, transfer or possession of any alcoholic beverage or illegal drugs during working hours, including breaks or lunch time whether on or away from Company property, at any time during the course of a working day is cause for disciplinary action up to and including discharge.

Any employee who is convicted of the manufacture or sale of a controlled substance while off duty, may be subject to disciplinary action up to and including discharge.

An employee must report his conviction for a drug violation occurring in the workplace to the Company within five (5) days of their conviction and the failure to do so may result in disciplinary action up to and including discharge.

Reporting for work while under the influence of alcohol, illegal drugs, or excessive amounts of prescribed drugs which impair performance subjects an employee to immediate discharge.

Employer may require that an employee be tested for the presence of drugs or alcohol only under the following circumstances: (1) When the Employer reasonably suspects that the employee is impaired or under the influence of alcohol or drugs. Provided that prior to an employee being required to submit to testing, the Employer will, if feasible under the circumstances, afford a Steward the opportunity to observe the employee. (2) When the employee is participating in a treatment program of which regular testing is a part.

In the case of Drivers, testing will be required in accordance with any Department of Transportation legislation or other legislative requirement.

An employee is obligated to cooperate in any such medical examination or test including the execution of any forms required by any medical facility or laboratory which is involved, and the execution of an appropriate consent form and authorization of the examination and test results to be released to the Employer. If the employee fails in any way to fulfill such obligation or otherwise to cooperate in any medical examination or test hereunder, he/she shall be subject to immediate discharge for such failure. Any Driver found to have an alcohol concentration of 0.02 or greater but less than 0.04 shall not perform, nor be permitted to perform, any safety-sensitive functions for at least 24 hours, including driving a commercial motor vehicle. Any Driver found to have an alcohol concentration of 0.02 or greater but less than 0.04 will be subject to regular drug and/or alcohol testing for a period of twelve (12) months, similar to those employees participating in a drug and/or alcohol treatment program.

The Employer may conduct unannounced searches for illegal drugs or alcohol on Employer's property. Such searches are to be confined to Company property, but under no circumstances may the search include the employee's body or uniform being worn or the employee's personal motor vehicle.

As a condition of employment, all applicants must undergo a blood or urine test for controlled substances. No applicant who tests positive and who has no alternate acceptable medical explanation will be hired.

Any employee tested hereunder shall be given the opportunity to have the blood or urine sample tested simultaneously by an independent certified laboratory. If the test by the independent laboratory is positive, the cost for it will be paid by the employee. If the result is negative, the cost will be paid by the Employer.

This Policy will be strictly enforced. If any employee is having an alcohol or drug-related problem and desires professional help, please contact your supervisor, the Pepsi-Cola Employee Relations Office, or Teamsters Local 830 – we will do all we can to help you.

Any employee testing positive as a result of a government regulation or legislation shall be given the opportunity to submit to a certified rehabilitation program in lieu of discipline, unless it is determined that such employee performed work while under the influence of drugs or alcohol. This, however, shall only apply to the first failure of a test.

ARTICLE XXXI **SEASONAL EMPLOYEES**

Provided there are no employees laid off in a department, the Employer may hire seasonal employees in that department during the period of April 1, through September 10. Seasonal employees shall not receive benefits nor shall they accrue seniority, however they must become members of the bargaining unit. Pay for seasonal employees shall be 70% of the rate, (or base pay and commission) for the classification in which they work. This article shall not preclude the company from using casual employees to perform work that has not been exclusively performed by members of the bargaining unit or to cover manpower shortages (e.g. Any Injury, Government Mandated Absences, Approved absence for family emergency, etc.) It is not the intent of the Company to eliminate or restrict available overtime therefore the Company will attempt to exhaust all other reasonable means of covering these manpower shortages with bargaining unit employees before resorting to outside sources. The Company also agrees to limit the total number of casual employees used outside of the seasonal periods to no more than 5% of the total workforce.

ARTICLE XXXII **MERCHANDISING**

It is understood and agreed that in all accounts a Route Salesman shall devote his working time to selling, advertising and merchandising the products of the Company and shall give regular and constant service as designated by the Company, to all customers on his route. Route Salesmen shall actively prospect for and solicit new customers and all Company policies regarding sales transactions and records will be strictly adhered to.

ARTICLE XXXIII

RESETS

Route Salesmen will be responsible for performing, resets, however, they will not be solely responsible for major resets (defined as, Full Cold Vault, Full Aisle, Full Store or Large Cooler Placement).

ARTICLE XXXIV

TERMINATION

The terms and conditions of this Agreement shall, except as herein otherwise expressly provided, become effective the first (1st) day of January, 2000 and shall continue in full force and effect up to and including the thirty-first (31st) day of December, 2004 and thereafter from year to year unless and until either party shall give to the other notice by registered mail at least two (2) months prior to the expiration date in 2004 or to the expiration date in any year thereafter, of an intention to terminate, cancel or modify the Agreement.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto, this 1st day of January, 2000.

FOR THE COMPANY:

THE PEPSI BOTTLING GROUP

BY:


Michael Gilligan
Vice President, Human Resources

FOR THE UNION:

TEAMSTERS LOCAL 830

BY:


Daniel H. Grace
Secretary-Treasurer

Margolis Edelstein
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APPENDIX A
WAGE SCHEDULE

The hourly rate for Bulk Drivers who were employed in the Sales Department on January 1, 1995 shall follow Bulk Schedule (A). The hourly rate for Bulk Drivers who are new to the Sales Department after January 1, 1995 shall follow Bulk Schedule (B).

WAGES

	<u>Effective</u> <u>1/1/00</u>	<u>Effective</u> <u>1/1/01</u>	<u>Effective</u> <u>1/1/02</u>	<u>Effective</u> <u>1/1/03</u>
Combo Routing				
Pre/Post Mix	\$ 0.15			
Cups	\$ 1.15			
CO2 (Roundtrip)	\$.65			
Full Service	\$ 0.46			
On-Premise	\$ 15.78	\$16.23	\$16.63	\$17.03
Bulk Schedule A	\$ 20.40	\$20.85	\$21.25	\$21.65
Bulk Schedule B	\$ 16.50	\$16.95	\$17.35	\$17.75
Extra Men	\$ 15.78	\$16.23	\$16.63	\$17.03
HOURLY:				
Manufacturing	\$ 14.90	\$15.35	\$15.75	\$16.15
Distribution				
Transport	\$ 15.50	\$15.95	\$16.35	\$16.75
Satellite				
Warehouse	\$ 14.90	\$15.35	\$15.75	\$16.15
Service				
Mechanic A	\$ 17.25	\$ 17.70	\$ 18.10	\$ 18.50
Mechanic B	\$ 16.25	\$ 16.70	\$ 17.10	\$ 17.50
Mechanic C	\$ 15.50	\$ 15.95	\$ 16.35	\$ 16.75
Flex Week				
Premium	\$.30	\$.30	\$.30	\$.30

Effective upon ratification of this Agreement dated January 1, 2000 through December 31, 2004, the following one time lump sum ratification bonuses shall be made:

Conventional CRs:	One thousand dollars (\$1,000)
Extra Men:	Five hundred dollars (\$500)
All other hourly employees:	One hundred dollars (\$100)

For employees who were Conventional CRs prior to the Full Facility re-route in February 2000, and after the re-route they became Extra Men, the following would apply to their one time lump sum ratification bonus:

- ☐ If the Extra Man spends more than 50% of year 2000 (after moving into the Extra Man classification) in a commissioned job classification, the Company will pro-rate their lump sum ratification bonus based on the percent of time spent in a commissioned job classification in 2000.

The night shift premium is thirty-five cents (\$.35). Night shift premium will be paid to all hourly paid employees whose work shift starts anytime between 12:00 p.m. (noon) and 4:00 a.m..

- ☐ On-Call Vending Mechanics will be compensated at twenty dollars (\$20.00) per day. In the event an On-Call Vending Mechanic is called into service, he shall be guaranteed a minimum of two (2) hours of pay.

Section 2. Step Rates: All newly-hired employees shall be paid according to the following Step Rate schedule:

<u>Period of Employment</u>	<u>Rate of Pay</u>
0 - 12 Months	80% of Applicable Rate
13 - 24 Months	90% of Applicable Rate
25 Months & Thereafter	100% of Applicable Rate

The Company reserves the right to waive Step Rates at any time. Step Rates shall not apply to commissioned Retail CRs.

Section 3. Short Term Disability: The maximum payment for any employee out of Short Term Disability will be \$350 per week.

APPENDIX B
MEMORANDUM OF AGREEMENT
REGARDING TOOL ALLOWANCE

Effective with the week of March 18, 1991, the undersigned agree all employees within the Service Department will be issued all tools required to complete their regular and necessary work assignments. It is understood this tool purchase is on a one-time basis only. Should an issued tool become lost, stolen or rendered unusable during the performance of their regular work assignments, it will be replaced by the Company.

The below all inclusive listing of tools will form the basis for the extent and type of tools purchased.

TOOLS FOR SERVICE MECHANICS

- ☐ Set of open or closed wrenches 3/8" to 7/8"
- ☐ Set of nut drivers 1/4", 5/16", 11/32", 3/8", 7/16", 1/2"
- ☐ Oetiker crimpers
- ☐ Pair of pinch-offs vise-grip
- ☐ (2) Screw drivers – slotted and Phillip's
- ☐ 10" adjustable wrench
- ☐ Vise-grip locking wrench
- ☐ Crescent multi-pliers
- ☐ Alligator pliers (about the same tool)
- ☐ Hose
- ☐ Needle-nose pliers
- ☐ Slip joint plier
- ☐ 1/4" and 3/8" combination drive socket set
- ☐ Diagonal cutter or dikes
- ☐ Utility Knife
- ☐ Hammer
- ☐ Hex Key Set
- ☐ Torpedo Level
- ☐ File Flat
- ☐ Tool Box or Utility Pouch
- ☐ Flashlight
- ☐ Thermometer
- ☐ Wire Brush

\$100.00 Approximate Cost Per Employee

APPENDIX C
WEST CHESTER, PA / WILMINGTON, DE
PEPSI-COLA HOURLY PENSION PLAN
EFFECTIVE JANUARY 1, 1995

Effective Date	January 1, 1995
Eligibility	All regular, full-time employees covered by this Labor Agreement.
Participation	Eligible employees become a participant on the date they: <input type="checkbox"/> Are Age 21 or older and <input type="checkbox"/> Have completed twelve (12) months of employment in which you are credited with 1,000 or more hours of employment. This twelve (12) month eligibility period will be measured from date of hire, or any subsequent January 1.
Normal Retirement	Age 65
Early Retirement	Age 55 and 10 years vesting service; 4% reduction factor per year prior to age 62.
Disability Retirement	10 years vesting service/6 month commencement from date of disability approved for social security disability award payable at age 65 (accrued benefit as of date of disability).
Deferred Vested	100% vested in pension plan, but have not met age and service requirements for early retirement. Benefit payable at age 65, or a reduced amount beginning on the first day of any month after you attain age 55. Reduction is the actuarial equivalent of the benefit payable at age 65, not the early retirement reduction factor.
Qualified Pre-Retirement Survivor Annuity	Automatic (no charge) -- Actives (Vested) Elected (reduction charge) -- Deferred Vested
Vested Service	Years of service used to determine eligibility for benefits. Vesting date is date of hire.
Vesting Schedule	100% vested after 5 years

Credited Service	Years of service used to determine the amount of benefits at retirement or other termination of employment.
Benefit Formula	Dollar Multiplier x Years of Credited Service = Monthly Benefit; reduced by the Early Retirement Discount Factor (if any).
Dollar Multiplier:	Effective January 1, 2000: \$42.00

APPENDIX D
INTENT OF CLASSIFICATION COMBINATION

Manufacturing Classification

1. **Can Team:** Filler (High Cone, Tray, 24-Pack), Depal, Forklift, Extra Person
 2. **2-Liter Team:** Filler, Labeler, Shell Thrower, Palletizer, Forklift, Extra Person
 3. **Syrup Team:** Pre/Post Mix
- ☐ The intent of this proposal is twofold. First, we would like each employee to become familiar with all jobs within his/her Team. Second, the existing employees will not be disqualified or otherwise disciplined for failure to reach acceptable performance levels in all functions within a Team, provided there is a good faith effort.
 - ☐ Each Team will be composed of two (2) regular shifts and one (1) additional shift during peak periods.
 - ☐ No premium jobs.
 - ☐ Each employee bids the Team and the shift they desire.
 - ☐ The Company will decide with the Team which job each member of that Team will be performing. It behooves the Team to place individuals in jobs they feel most comfortable in and show the greatest aptitude.
 - ☐ Each Team Member will be placed in his or her job according to seniority and classifications.
 - ☐ The extra person on each Team will be used to rotate employees through the different jobs on his/her Team in order for those employees to receive the necessary training.

LETTER OF UNDERSTANDING #1

SENIORITY FOR SELECTING VACATIONS

The Company will honor the one time recommendation by the Union on how employees will pick their vacation (either by Department Seniority or by Company Seniority)

LETTER OF UNDERSTANDING #2

SELECTING VACATIONS

Vacation schedule will be posted by the end of November. Each employee, in order of seniority (department or Company to be determined by letter of understanding) will have three (3) days to select all of his/her vacation. If this employee does not select vacation weeks within this three day period they will go to the bottom of the list, and the next senior employee will select their vacation weeks. Once an employee has selected his/her weeks, (which should be completed by the end of December of the previous year) no other employee can displace that selection. Employees will be required to use their vacation as selected. Employees will only be allowed to turn down their vacation on case by case situation as mutually agreed upon by Management and the employee. If an employee's vacation week is switched, their old vacation week will be posted for bid. Employees trading vacation weeks will be disciplined.

LETTER OF UNDERSTANDING #3

CR INVOLVEMENT IN PRICING, FEEDBACK ON NET REVENUE

It is the intent of Wilmington/West Chester management to include a representative selection of conventional commissioned Customer Representatives in the preliminary process of developing pricing in each Trimester of the year. This could include the following: requests for information on competitive pricing, feedback on various levels of pricing under consideration and feedback and ideas on various promotional programs.

In addition, as part of these Trimester pricing discussions, we'll also ask for CR input on the status of the Net Revenue Compensation system.

LETTER OF UNDERSTANDING #4

HANDLING OF PAYROLL MISTAKES

In the event there is a mistake of greater than \$100.00 in an employee's regular weekly paycheck, the company will make every reasonable effort to correct that mistake and mail the correct compensation amount to the employee within 48 hours of being notified of such mistake, unless the company becomes aware of the mistake on a Friday after 10:00 a.m.. In the event the company is notified on a Friday after 10:00 a.m., the company will make every reasonable effort to have the corrected compensation amount mailed to the employee for delivery on Tuesday of the next workweek.

Any employee whose paycheck is incorrect should notify their immediate supervisor as soon as possible in order to correct the mistake. If the immediate supervisor is unavailable the employee should notify the local Human Resource Manager to correct the mistake.

LETTER OF UNDERSTANDING #5

At the request of the union, the parties agree to schedule a meeting with two members of Local 830 to discuss issues pertaining to Flexible Benefits. This meeting will be conducted prior to a final decision on the subsequent year's benefits design. The Company will respond to reasonable requests for information on the benefits plan and will provide the employee representatives the opportunity to provide input and to identify their concerns and needs.

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DEPT. OF LABOR

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The Pepsi Bottling Group Wilmington, Delaware

To: Julie

Company: Dept. of Labor

Phone:

Fax: 761-6601

From: Sara Swartz

Phone: (302) 761-4852

Fax: (302) 764-4791

Date: 10/8/02

**Pages Including
this cover page:**

Comments:

Julie -

The attachments are included in the mailed packet.
We ~~are~~ are not going to fax the attachments, as there are
too many. If you would like us to hand deliver them
please give me a call 302. 761-4852.

Thanks,

Sara

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Before taking her CDL test, Ms. Tillman expressed interest in a warehouse position. Ms. Tillman interviewed for an open, union warehouse position with Product Availability Supervisor Glen Matthews (White male) in early April 2002. Ms. Tillman was offered and accepted the 2nd shift warehouse position. Ms. Tillman's scheduled start date was April 29, 2002; however, before this date, she rescinded her acceptance and chose to remain in the Sales Department.

In early June 2002, Ms. Tillman approached Product Availability Manager Tom Riley (Black male) to express interest in the warehouse position again. A second offer was made to Ms. Tillman and she began working in the warehouse on July 29, 2002.

Allegation: As recently as 9/27/02 I was falsely accused of leaving my shift without checking with the Supervisor on Duty.

Response:

Ms. Tillman was instructed on more than one occasion that she must report to the Supervisor on Duty before leaving her shift.

On August 12, 2002, Ms. Tillman, along with another new warehouse employee Karl Riley (Black male), met with Mr. T. Riley and Mr. Matthews to discuss employment expectations and the rules and regulations of the Warehouse Department. One topic of the conversation was to always report to the Supervisor on Duty before leaving at the end of the shift. The following day, on August 13, 2002, Ms. Tillman left her assigned shift without checking with the Supervisor on Duty. Because this was the first time Ms. Tillman left her assigned shift without checking with the Supervisor on Duty, Mr. Riley and Mr. Matthews reminded Ms. Tillman of the previous day's conversation and coached Ms. Tillman on PBG's expectations and procedures about completing a shift. On August 27, 2002, Ms. Tillman was approached by Mr. Matthews regarding an allegation that Ms. Tillman left the facility the previous night without informing the Supervisor on Duty. Ms. Tillman denied the allegation and once Mr. Matthews completed an investigation, no discipline was issued, as the findings were inconclusive.

Allegation: ...hold me to a higher standard than my white male coworkers with regards to rules and regulations.

Response:

On October 2, 2002, Ms. Tillman complained that Mr. T. Riley confronted her about a safety violation. Ms. Tillman admitted to having performed an unsafe act; however, she defended the unsafe act by stating that her coworkers trained her to operate the equipment as such. When operating motorized equipment, all employees are trained to stay inside the equipment so as to avoid injuries, like being run over. However, employees believe that performing this unsafe act helps them complete their job faster. Mr. T. Riley saw Ms. Tillman walking in front of her motorized equipment and had a conversation with her about the safety concerns

associated with performing this act. This is the same conversation Riley, or any manager, would have and do have with other employees when they are observed performing similar unsafe acts.

Allegation: Also, I am paid lower wages than my White male counterparts...

Response:

Ms. Tillman was being paid the same as her male counterparts. When Ms. Tillman began the warehouse position (7/29/02), she earned \$12.60 per hour, or 80% of the contract rate (\$15.75). In addition, Ms. Tillman earned a \$0.35 shift differential when her shift began after 12:00 p.m.. As stated in the collective bargaining agreement under Appendix A Wage Schedule (Attached):

all newly hired employees shall be paid according to the following Step Rate schedule:

Period of Employment	Rate of Pay
0 - 12 Months	80% of applicable Rate
13 - 24 Months	90% of applicable Rate
25 Months and Thereafter	100% of applicable Rate

After consideration, Plant Manager Phil Weber (White male) decided to increase Ms. Tillman's pay to the contract rate because Ms. Tillman was an internal PBG hire. Weber also did this for two additional employees (Stan Coleman - Black male and Bill Becker - White male), who were internal hires at about the same time. Ms. Tillman, along with the two employees, retroactively received the contract rate (\$15.75) from her July 29, 2002 hire date.

Allegation: I have been told that I could not get a Driver position because I am not in the Union.

Ms. Tillman was not told that she could not get a Driver position because she was not in the Union. On the contrary, Ms. Tillman did not possess a Class A CDL. She was told that she needed to obtain a Class A CDL and she was given coaching and training. She was also told that she might consider a union warehouse position in order to build seniority for bidding purposes.

The Driver position is covered by the collective bargaining agreement (CBA) entered into between PBG and the International Brotherhood of Teamster Local 830. Article XVII (attached) of the CBA states:

all job vacancies created by the Employer in the bargaining unit will be posted for a period of five (5) work days prior to being filled from outside the bargaining unit. Bargaining unit employees wishing to be considered for a job opening must file a written bid form with his/her immediate supervisor during the five (5) day posting period. Preference in bidding will be given to employees in the department in which the opening occurs. If no employees within the department bid on the position or does not qualify, qualified

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HR WILMINGTON

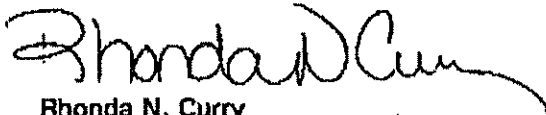
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she was given additional coaching and training opportunities in order to help her succeed.

Should you require further information, I can be reached at 302.761.4502

I hereby certify that the answers to the above questions are true and correct to the best of my knowledge, information and belief, and that I have made an inquiry into the facts and circumstances relating to the substance of the questionnaire.

Sincerely,



Rhonda N. Curry
Human Resources Manager
October 3, 2002

10/17/02

Ms. Sandra Marquez
Office of Labor Law Enforcement
4425 N. Market Street
Wilmington, DE 19802

DEPT. OF LABOR

OCT 18 2002

INDUSTRIAL AFFAIRS
OFFICE OF LABOR
LAW ENFORCEMENT

Re: Tillman v. Pepsi Bottling Group
Case No.: 0209613/17CA200627

Dear Ms. Marquez:

I am the charging party in the above referenced case. I'd like to take this opportunity to supply you with some information regarding the matter.

- 1.) It should be noted that within a week of filing my charge of discrimination, specifically, the charge with regard to equal pay, my rate of pay was suddenly boosted to be comparable (though not necessarily equal) with the male counterparts in my department. However, within two weeks of the pay hike, I was laid off from my position, along with several other male co-workers, though there was no evidence a layoff was imminent or required. Within a week of the initial layoffs, all male co-workers were recalled back to work, while I was not recalled. As of this writing, I am in my fourth week of layoff status, with no forecast as to when I will be recalled. *I believe I was laid off in retaliation* for filing my charge of discrimination and would like this issue to be investigated in conjunction with my original charge.
- 2.) Please be advised the human resources manager for the Pepsi Bottling Group, Wilmington, DE plant is no longer Rhonda Curry. On or about 10/15/02 she was transferred to our Somers, NY facility. Her replacement is *Ms. Tracy Dryzwyski*.
- 3.) Below find names of past and present Pepsi employees who may be able to corroborate assertions I have stated in my original charging document (phone numbers have been provided where possible):

James Felicetti (610) 869-7029
— James Bell (302) 764-3338
Leon Earl (302) 286-0397
Jeffrey Felicetti (302) 325-2615
Greg Jabkowski (610) 328-7589
Charlie McClain (610) 874-5844
— Mr. Jackie Miller (302) 832-1808
Howard Laws (302) 652-4699 —
Michael Johnson, Sr. (302) 455-0511
Dave Hitchens (610) 461-4065
— Jeffrey Nau (302) 836-1383 —
— Dan Patterson (302) 892-2193
— Charlie Rodgers (610) 544-2658
Peyton Spencer (302) 324-0422

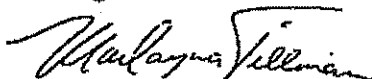
PBG 01033

Mr. Kimani Hasan (267) 205-9692
Dennis Spicer (302) 324-0338
Jeff Stanley (610) 534-2609
Dwight Cephas (302) 765-2242
Dan Cooney (302) 652-1420
Timothy Klein (302) 996-0976
Darrell Cephas (302) 323-0336
Stan Coleman (610) 485-0257
Bernard Stewart (302) 661-1474
Cleavon Thomas (302) 764-4141
Eric Bing (302) 764-7939

Also note that some employees could initially be reluctant to speak on the record in fear of retaliation by management, so confidentiality is of the utmost importance in this matter.

If you require my assistance in any phase of this investigation, please do not hesitate to contact me. Thank you for your efforts.

Regards,



Marlayna Tillman
P.O. Box 688
Claymont, DE 19703-0688
(302) 762-0415 home
(610) 457-9507 cell
(302) 762-7581 fax
e-mail: mtillman@yahoo.com

cc: Susan S. Anders, Administrator, Office of Labor Law Enforcement
Julie Cutler, Enforcement Officer, Office of Labor Law Enforcement

MGT/mgt

PBG 01035

USDC, District of Delaware
Civil Action No. 04-1314

Tillman v. The Pepsi Bottling Group, Inc., et al
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February 28, 2007

Page 1

1 IN THE UNITED STATES DISTRICT COURT
2 FOR THE DISTRICT OF DELAWARE
3 CIVIL ACTION NO. 04-1314

4 MARLAYNA G. TILLMAN,
5 Plaintiff,
6 vs.
7 THE PEPSI BOTTLING GROUP, INC.
8 AND TEAMSTERS LOCAL UNION 830,
9 Defendants.

10 -----
11 WEDNESDAY, FEBRUARY 28, 2007
12 -----

13 Oral sworn deposition of SARA SWARTZ
14 ALTMAN, taken at the law offices of BALLARD, SPAHR,
15 ANDREWS & INGERSOLL, 1735 Market Street,
16 Philadelphia, Pennsylvania, on the above date,
17 commencing at 10:00 a.m., there being present:

18 J. STEPHEN WOODSIDE, ESQUIRE
19 One Montgomery Plaza, suite 605
20 Norristown, Pennsylvania 19401
21 Attorney for Plaintiff.

22 -----
23 TATE & TATE
24 The Lexington Building, Suite 5
25 180 Tuckerton Road
 Medford, New Jersey 08055
 (856) 983-8484 - (215) 735-9088

USDC, District of Delaware
Civil Action No. 04-1314

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<p style="text-align: right;">Page 26</p> <p>1 Q. How about as regards the reports 2 themselves, did management ever give you any 3 feedback about the disparity in the gender makeup in 4 the Wilmington plant? 5 MS. CLEMONS: Same objection. Don't 6 answer it. The only time she pulled reports on race 7 and gender was about the affirmative action plan. 8 We objected and the court granted the, sustained our 9 objection to your right to have that information. 10 (At which time a break was taken.) 11 (Exhibit Altman 1, Wilmington 12 Employees 2001, was marked for identification.) 13 (Exhibit Altman 2, Wilmington 14 Employees 2002, was marked for identification.) 15 (Exhibit Altman 3, Wilmington 16 Employees 2003, was marked for identification.) 17 (Exhibit Altman 4, Wilmington 18 Employees 2004, was marked for identification.) 19 Q. I will show the witness what's been marked 20 as Altman 1, 2, 3 and 4 and your counsel can look at 21 it with you. 22 MS. CLEMONS: You don't have copies 23 for me. 24 MR. WOODSIDE: I don't. You will have 25 to use the witness copies.</p>	<p style="text-align: right;">Page 28</p> <p>1 MS. CLEMONS: Using what for? 2 MR. WOODSIDE: Altman 1, what we are 3 talking about. 4 MS. CLEMONS: She -- 5 Q. Did you use the data on the report? 6 A. No. This report was shown to me by my 7 counsel. 8 Q. Before today, have you seen this report or 9 this information? 10 MS. CLEMONS: Objection. She said 11 three times she saw it with her counsel. 12 Q. Prior to today, have you seen the report or 13 this information? 14 A. Yes, with my counsel. 15 Q. Well, aside from what you saw with your 16 counsel, you haven't seen this before that time 17 where you saw it with your counsel? 18 A. Not that I can recall. 19 Q. Did the Excel spread sheets or the 20 information you were working with, did it look 21 similar to this or was it similar to this 22 information? 23 A. Yes. 24 Q. And similar in terms of showing the 25 employee name, right?</p>
<p style="text-align: right;">Page 27</p> <p>1 Q. Have you had a chance to look at what's 2 been marked Altman 1? 3 A. Yes. 4 Q. Do you recognize it? 5 A. Yes. 6 Q. Tell me what you recognize it to be. 7 A. A document showed to me by my counsel. 8 Q. Well, all right, beyond that, what is it? 9 A. It is a Wilmington employees list for 2001. 10 Q. Is this the kind of data that you told me 11 that you were working with in your employment at 12 Pepsi during your tenure? 13 A. Can you repeat the question? 14 Q. Was this the kind of -- report and/or data 15 that you were working with during your employment 16 and tenure that you described? 17 A. Yes. 18 Q. Did you actually make up this report or 19 this spread sheet? 20 A. Not that I can recall. 21 Q. How did you work with it? 22 MS. CLEMONS: Objection. 23 Q. How did you work with it? 24 MS. CLEMONS: Objection. 25 Q. What were you using it for?</p>	<p style="text-align: right;">Page 29</p> <p>1 A. Yes, at times. 2 Q. And what is the DOH? Did the information 3 you were working with show date of hire? 4 A. Yes. 5 Q. Is that what DOH means? DOH means date of 6 hire and then term date is the termination date of 7 that particular employee? 8 A. Yes. 9 Q. And then gender is what is shown on your 10 gender, right? 11 A. Yes. 12 Q. That's what you were working with when you 13 were in your department in human resources? 14 MS. CLEMONS: Objection. 15 Q. You were working with gender information 16 too on your Excel spread sheets, right? Were you? 17 A. During my affirmative action plans. 18 Q. Were you actually writing these plans? 19 A. No. 20 Q. But you were providing information to 21 management to write the plans, right? 22 MS. CLEMONS: Objection. 23 Q. Were you? You can answer. 24 MS. CLEMONS: No, she can't. You are 25 not entitled to information about the affirmative</p>

8 (Pages 26 to 29)

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<p style="text-align: right;">Page 42</p> <p>1 Q. And then Tracey Drzewiecki?</p> <p>2 A. Yes.</p> <p>3 Q. What did they do when they got her</p> <p>4 complaints, do you know?</p> <p>5 A. Firsthand, I know that she — that they</p> <p>6 addressed Marlayna's issues with Marlayna, and I</p> <p>7 know this because they had meetings, but I don't</p> <p>8 know what was discussed.</p> <p>9 Q. Were you involved or attending any of these</p> <p>10 meetings?</p> <p>11 A. Occasionally.</p> <p>12 Q. When you attended the meetings, how did it</p> <p>13 come up?</p> <p>14 A. I don't remember.</p> <p>15 Q. Was she complaining that she was the only</p> <p>16 female employee in the union position at Pepsi</p> <p>17 during the time that she was working in the union</p> <p>18 position?</p> <p>19 A. Not that I remember.</p> <p>20 Q. It didn't come up at the meetings that you</p> <p>21 attended; is that right?</p> <p>22 A. Complaining or that it came up?</p> <p>23 Q. That it came up. Did it come up at the</p> <p>24 meetings that you attended?</p> <p>25 A. There were particular meetings that I</p>	<p style="text-align: right;">Page 44</p> <p>1 came up?</p> <p>2 A. Yes.</p> <p>3 Q. So she was complaining about the</p> <p>4 environment she was working in and it was because</p> <p>5 she was the only woman working in a union position,</p> <p>6 right?</p> <p>7 MS. CLEMONS: Objection.</p> <p>8 Q. You know that?</p> <p>9 MS. CLEMONS: And the judge has</p> <p>10 dismissed her harassment case. We're not going to</p> <p>11 go over things the judge dismissed. Her sexual</p> <p>12 harassment case based on gender is dismissed.</p> <p>13 MR. WOODSIDE: I didn't ask you about</p> <p>14 sexual harassment. I asked about work environment.</p> <p>15 MS. CLEMONS: Hostile work environment</p> <p>16 is what you are asking about and the case is</p> <p>17 dismissed.</p> <p>18 MR. WOODSIDE: I asked her about her</p> <p>19 work environment.</p> <p>20 MS. CLEMONS: Okay.</p> <p>21 MR. WOODSIDE: That came up in the</p> <p>22 context of her complaint, right, there was a general</p> <p>23 work environment.</p> <p>24 MS. CLEMONS: She said it wasn't a</p> <p>25 complaint. Stop putting words in her mouth. You</p>
<p style="text-align: right;">Page 43</p> <p>1 remember that it came up, but I don't know that it</p> <p>2 came up at every meeting.</p> <p>3 Q. Well, on the meetings where you remember it</p> <p>4 coming up, how did the management handle it?</p> <p>5 A. Investigations, but I don't remember what</p> <p>6 they said.</p> <p>7 Q. Well, was it investigations into her</p> <p>8 complaints that she was the only woman working in</p> <p>9 the union position at Pepsi?</p> <p>10 MS. CLEMONS: Objection, she said it</p> <p>11 wasn't a complaint already.</p> <p>12 Q. Well, you said that was investigated; is</p> <p>13 that right? Was that investigated?</p> <p>14 A. Was what investigated?</p> <p>15 Q. The fact that she complained she was the</p> <p>16 only woman working in a union position in the</p> <p>17 Wilmington plant.</p> <p>18 A. She did not complain, to my knowledge, that</p> <p>19 she was the only woman working in the plant. She</p> <p>20 brought up the fact that she was the only woman</p> <p>21 working in the Wilmington plant.</p> <p>22 Q. Didn't that come up in the context of her</p> <p>23 complaining that she was the only woman and that</p> <p>24 there was a work environment that was creating</p> <p>25 trouble for her? Isn't that the context that it</p>	<p style="text-align: right;">Page 45</p> <p>1 can answer, Sara.</p> <p>2 A. When Marlayna brought up, to my</p> <p>3 recollection, the fact that she was the only female</p> <p>4 with a sexual harassment complaint.</p> <p>5 Q. And that's the context that her complaint</p> <p>6 about being the only female working in the union</p> <p>7 position during her tenure at Pepsi in Wilmington</p> <p>8 came up, right?</p> <p>9 MS. CLEMONS: Objection.</p> <p>10 MR. WOODSIDE: You need to say yes.</p> <p>11 MS. CLEMONS: She did not complain</p> <p>12 about that.</p> <p>13 Q. You are nodding your head. You have to say</p> <p>14 yes.</p> <p>15 A. Can you repeat the question?</p> <p>16 Q. Well, I saw that you were nodding your</p> <p>17 head. I assume that's your answer.</p> <p>18 MS. CLEMONS: That's not her answer.</p> <p>19 She was not nodding her head affirmatively and if</p> <p>20 you want to ask her a question, that's appropriate</p> <p>21 and stop skewing her answers to the previous</p> <p>22 questions.</p> <p>23 Q. During your employment at the human</p> <p>24 resources department, did you become aware of</p> <p>25 certain rules of conduct dealing with discrimination</p>

12 (Pages 42 to 45)

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<p>1 A. Yes.</p> <p>2 Q. It is a non-union position?</p> <p>3 A. Merchandising?</p> <p>4 Q. Merchandising.</p> <p>5 A. Yes.</p> <p>6 Q. If it's not a department, what is it?</p> <p>7 A. It is a job title.</p> <p>8 Q. It is a non-union job title. The job title</p> <p>9 is to describe what those duties are?</p> <p>10 MS. CLEMONS: Objection. Asked and</p> <p>11 answered.</p> <p>12 Q. It describes the duties.</p> <p>13 MS. CLEMONS: Sara, you can answer</p> <p>14 again, but you don't have to change the answer.</p> <p>15 A. I don't think a title describes the duties.</p> <p>16 Q. What do you think it describes?</p> <p>17 A. It is their title.</p> <p>18 Q. What's it describing?</p> <p>19 A. Their position.</p> <p>20 Q. And the position will, in turn, allow me to</p> <p>21 know what that person's duties are, right?</p> <p>22 A. I don't know.</p> <p>23 Q. Well, if Miss Tillman is working in</p> <p>24 merchandising, that's a non-union position. What's</p> <p>25 her job title in merchandising by way of example?</p>	<p>1 in sales.</p> <p>2 Q. Before she entered the union?</p> <p>3 MS. CLEMONS: Let her finish her</p> <p>4 answer. Go ahead, Sara.</p> <p>5 Q. Is that the sales department as it appears?</p> <p>6 MS. CLEMONS: Let her finish her</p> <p>7 answer. She wasn't done.</p> <p>8 A. She worked in the sales department with the</p> <p>9 job title as merchandiser.</p> <p>10 Q. Was that the sales department that appears</p> <p>11 on page 17 of Altman 9? She is in that department?</p> <p>12 A. She is not in the sales department as</p> <p>13 defined here.</p> <p>14 Q. She is in some other sales department?</p> <p>15 MS. CLEMONS: Objection.</p> <p>16 Q. What sales department is she in?</p> <p>17 A. It is a department that is not defined in</p> <p>18 here because there are non-union jobs within the</p> <p>19 sales department.</p> <p>20 Q. They just don't appear here, right?</p> <p>21 A. That's not part of the contract.</p> <p>22 Q. But it is part of the makeup of the</p> <p>23 company's organization, right?</p> <p>24 A. Say that again.</p> <p>25 Q. She is part of the makeup of the company's</p>
Page 95	Page 97
<p>1 A. Merchandising.</p> <p>2 MS. CLEMONS: Objection.</p> <p>3 MR. WOODSIDE: She is answering.</p> <p>4 MS. CLEMONS: That's not what she</p> <p>5 said. It's not a department. It is a job title.</p> <p>6 MR. WOODSIDE: She is answering the</p> <p>7 question.</p> <p>8 MS. CLEMONS: She answered it three</p> <p>9 times already. You keep asking her the same thing</p> <p>10 over and over again.</p> <p>11 MR. WOODSIDE: Well, when she is —</p> <p>12 MS. CLEMONS: It is getting harassing</p> <p>13 and ridiculous.</p> <p>14 Q. Whether she is in merchandising, we know</p> <p>15 she is in merchandising.</p> <p>16 A. What do you mean by in merchandising?</p> <p>17 Q. She is working in merchandising in some</p> <p>18 non-union position at Pepsi? You are shaking your</p> <p>19 head no.</p> <p>20 A. No.</p> <p>21 Q. Before Miss Tillman entered the union you</p> <p>22 need to tell me what her job was, what the title was</p> <p>23 and what the duties were. Maybe we can straighten</p> <p>24 this out.</p> <p>25 A. Okay. She worked in the sales department</p>	<p>1 organization? She is in sales doing work with a job</p> <p>2 title as merchandiser working non-union — working</p> <p>3 in a non-union capacity?</p> <p>4 A. Yes.</p> <p>5 Q. Is that on any kind of organizational chart</p> <p>6 or document in anyway laying that out, that you are</p> <p>7 aware of?</p> <p>8 A. Is what?</p> <p>9 Q. The job of merchandiser, at least job title</p> <p>10 merchandiser as being part of sales but not part of</p> <p>11 sales appearing in Altman 9, does that appear in any</p> <p>12 kind of chart that you are aware of?</p> <p>13 A. A chart, no.</p> <p>14 Q. No kind of organizational or structure</p> <p>15 chart of the plant would show that to me?</p> <p>16 A. I never did a chart for an hourly position.</p> <p>17 Q. You never saw one?</p> <p>18 A. No.</p> <p>19 Q. Who is the manager of the sales department</p> <p>20 when Miss Tillman did the work with job title</p> <p>21 merchandiser?</p> <p>22 A. Jack Crilley.</p> <p>23 Q. Spell it please.</p> <p>24 A. C-R-I-L-L-E-Y.</p> <p>25 Q. Who was the manager of the sales department</p>

25 (Pages 94 to 97)

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<p>1 2000 to December 31, 2004, the clean up that you are 2 describing didn't take place, or did it take place 3 before December 31, 2004? 4 A. When I say clean up, I mean during 5 negotiations they didn't negotiate to take combo out 6 of the contract. 7 Q. What is bulk? 8 A. Bulk is a bulk driver that would deliver to 9 a grocery store. 10 Q. How about extra men, is that supposed to be 11 man or men? 12 A. I can't speak to what it's supposed to be. 13 Q. What is it? What's that work? 14 A. Extra man would be, an extra man would be a 15 person who would fill in for people who are out sick 16 or doing general duties as assigned to them. 17 Q. What kind of general duties? 18 A. Whatever the manager chose to assign to the 19 extra men. 20 Q. Was Jack Crilley the only sales department 21 manager during the time you were working at Pepsi? 22 A. No. 23 Q. Who were the other managers? 24 A. Lou Gamboli. 25 Q. Did he replace Crilley or did he work with</p>	<p>1 9, who are the managers who were in charge, if you 2 know? 3 A. Of union employees? 4 Q. Yes. Of that work. 5 A. For what time period? 6 Q. July 2001 through December 2004. 7 MS. CLEMONS: To the best of your 8 knowledge. 9 A. To the best of my knowledge, okay, July 10 2001 to, so Jack Crilley, Jim Kelleher, Bob Ziegler. 11 Q. Who else? 12 A. Craig Nelson. 13 Q. Who else? 14 A. Chris Greicco, G-R-E-I-C-C-O. 15 Q. Who else? 16 A. Jamie Karp. 17 Q. Who else? 18 A. Rich McCarson. 19 Q. Anybody else? 20 A. You said December of 2004? 21 Q. Yes. 22 A. Dwayne Dixon. 23 Q. These are all managers of union work 24 appearing in Altman 9 that you can think of? 25 A. Yes.</p>
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<p>1 Crilley? 2 A. Lou Gamboli was the area sales manager and 3 Jack Crilley became the sales manager for 4 Wilmington, the unit sales manager. 5 Q. What do you mean the unit? 6 A. The unit being Wilmington, the job title 7 was unit sales manager. 8 Q. That was Crilley, right? 9 A. Yes. 10 Q. So Crilley was in charge of all of these 11 various, what do you want to call these under sales, 12 conventional combo, et cetera? What do we call 13 these things, sub departments? 14 A. Sure. 15 Q. Was Crilley the only one in charge of these 16 sub departments in sales appearing on Altman 9? 17 A. No. 18 Q. Who else was in charge? 19 A. I mean if you want to define in charge, do 20 you want names of every manager? Do you want Jack 21 Crilley's boss' name? I'm not sure what you mean by 22 in charge. 23 Q. Let me ask you this way. As regards all of 24 the work appearing in all of the union work 25 appearing in the sub departments and sales in Altman</p>	<p>1 Q. Did any of them manage the non-union work 2 that might be going on in the sales department 3 during the same time period? 4 A. Yes. 5 Q. All of them? 6 A. No. 7 Q. Who did, which ones? 8 A. Who did manage union and non-union work? 9 Q. To your knowledge, yes. 10 A. Can I look at the list or can you repeat it 11 back? 12 Q. Jim Kelleher? 13 A. Managed union, yes. 14 Q. And he is still at Pepsi today? 15 A. Yes. 16 Q. Bob Ziegler? 17 A. Yes. 18 Q. Still at Pepsi? 19 A. Yes, to the best of my knowledge. 20 Q. Craig Nelson? 21 A. Yes. 22 Q. He did both, managed both union and 23 non-union working sales? 24 A. Yes. 25 Q. He is still at Pepsi?</p>

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<p>1 Q. Well, if I look at Altman 8, the bottom two 2 lines where she is Wilmington merchandiser she is 3 non-exempt annual and she turns into hourly. What's 4 annual mean? 5 A. Annual means yearly. 6 Q. I see yearly \$22,600. 40 hours a week? 7 A. I can't speak to that. She was eligible 8 for overtime. 9 Q. This says she is non-exempt. Does that 10 mean she is hourly? 11 A. They all say non-exempt. 12 Q. What means she is hourly on Altman 8, if 13 anything? 14 A. What indicates that she is hourly? 15 MS. CLEMONS: On Altman 8 he is asking 16 you. 17 A. I would have to say employee type. 18 Q. Let's go back to non-union sales, either 19 hourly or salary, you gave me merchandiser and bulk 20 account rep. What else if anything? 21 A. Hourly or salary? 22 Q. Yes. 23 A. Merchandising manager, territory 24 coordinator. 25 Q. Sorry, what?</p>	<p>1 overtime or not? 2 A. Just hourly. 3 Q. Hourly. Any overtime on that position or 4 not? 5 A. Yes. 6 Q. And these are all the positions on the 7 non-union side of sales; is that right? 8 A. For what period? 9 Q. 2001 through 2004. 10 A. Yes, to the best of my knowledge. 11 Q. So Tillman was in this non-union position 12 in the sales department as a merchandiser until July 13 of 2002, right? 14 A. Yes. 15 Q. I want you to give me the break down of 16 sales union positions. 17 A. Sales union positions, from the same time 18 period? 19 Q. Right. 20 A. Bulk driver, conventional representative. 21 Q. Conventional representative? 22 A. Yes. 23 Q. Is that called CR? 24 A. Yes. 25 Q. What else?</p>
Page 111	Page 113
<p>1 A. Territory coordinator. 2 Q. That's another one? 3 A. Territory sales manager, unit sales 4 manager, area sales manager, dispatch, sales admin. 5 I don't remember anything else. 6 Q. Is the bulk account rep hourly or salary? 7 A. That's a commission. It is basic 8 commission. 9 Q. How about merchandising manager? 10 A. Salary. 11 Q. Territory coordinator? 12 A. Salary. 13 Q. Territory sales manager? 14 A. Salary. 15 Q. Unit sales manager? 16 A. Salary. 17 Q. Area sales manager? 18 A. Salary. 19 Q. Dispatch? 20 A. Salary. 21 Q. Sales admin? 22 A. Salary with overtime. 23 Q. Bulk account rep is commission only? 24 A. No, commission and base. 25 Q. And then merchandiser is hourly plus</p>	<p>1 A. Extra man. 2 Q. What else? 3 A. Full service driver. 4 Q. What else? 5 A. Delivery driver. 6 Q. These are all the union positions appearing 7 in the sales department on the union side, right? 8 A. To the best of my knowledge. 9 Q. Are there any that you gave me that are not 10 appearing on Altman 9 under sales? 11 A. Everyone could fit into one of those 12 categories. 13 Q. What is the work of the conventional rep, 14 the CR that you gave me? What's that work? 15 A. What's the work? 16 Q. Yes. 17 A. Conventional rep will drive a conventional 18 truck. A conventional rep will sell and deliver to 19 customers. Conventional rep will handle money. 20 Q. Whose money? 21 A. Customers' money. 22 Q. What else? 23 A. And that's the majority of it to my 24 knowledge. 25 Q. Is that conventional rep work you just told</p>

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USDC, District of Delaware
Civil Action No. 04-1314

Tillman v. The Pepsi Bottling Group, Inc., et al
Deposition of Sara Swartz Altman

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<p style="text-align: right;">Page 114</p> <p>1 me the same kind of work that the conventional would</p> <p>2 be describing as appears on Altman 9 under sales?</p> <p>3 MS. CLEMONS: Objection, vague.</p> <p>4 Q. Is that the same work? You just described</p> <p>5 for me the work under the sub department</p> <p>6 conventional under sales in Altman 9?</p> <p>7 A. No, I just described to you the</p> <p>8 conventional rep job.</p> <p>9 Q. Is there other work?</p> <p>10 A. Under the conventional?</p> <p>11 Q. Yes, look at Altman 9 where it has</p> <p>12 conventional as a sub department of sales. What's</p> <p>13 that work?</p> <p>14 A. To understand, this is under the layoff</p> <p>15 article, and we did not use these to classify job</p> <p>16 titles or -- we didn't use this I think the way that</p> <p>17 you are trying to put it into a context. So it is</p> <p>18 hard for me to describe to you what they meant by</p> <p>19 conventional when I look at this.</p> <p>20 Q. Have you described all of the work that the</p> <p>21 union positions would be involved with in the</p> <p>22 conventional department in sales just now? Have you</p> <p>23 described all of the work, all of the union work on</p> <p>24 the conventional side of sales?</p> <p>25 A. No. I just described the conventional rep</p>	<p style="text-align: right;">Page 116</p> <p>1 conventional area within sales? That's where the</p> <p>2 confusion is? Are you talking about the</p> <p>3 representative position or the --</p> <p>4 MR. WOODSIDE: I think the witness</p> <p>5 understands.</p> <p>6 THE WITNESS: I don't.</p> <p>7 MS. CLEMONS: She does not.</p> <p>8 Q. We're talking about conventional work.</p> <p>9 We're on the union side of the sales department.</p> <p>10 A. Okay.</p> <p>11 Q. And aside from the conventional rep work</p> <p>12 that you described, is there any other work that</p> <p>13 could be called conventional work in the union side</p> <p>14 on the sales department?</p> <p>15 A. On the union side?</p> <p>16 Q. Yes.</p> <p>17 A. A delivery driver and an extra man work</p> <p>18 alongside the conventional rep to service the same</p> <p>19 type of work. The difference would be bulk who</p> <p>20 services a different type of the sales department.</p> <p>21 (Exhibit Altman 10, E-mails between</p> <p>22 Peterson, Church and Swartz dated 1/30/02, was</p> <p>23 marked for identification.)</p> <p>24 Q. Let me show you what's been marked Altman</p> <p>25 10. Before I ask you about Altman 10, I want to ask</p>
<p style="text-align: right;">Page 115</p> <p>1 job duties.</p> <p>2 Q. That was my question. Is there other</p> <p>3 conventional work, union work in sales that you</p> <p>4 haven't described that would be called conventional</p> <p>5 work?</p> <p>6 MS. CLEMONS: Objection. I don't</p> <p>7 understand what you are asking and she doesn't</p> <p>8 either. It is confusing.</p> <p>9 Q. You gave me a definition of conventional</p> <p>10 rep work.</p> <p>11 A. It is a job title.</p> <p>12 Q. Is there anything that would be deemed</p> <p>13 conventional work outside of the conventional rep</p> <p>14 work that you gave me in the union position side of</p> <p>15 the sales department?</p> <p>16 MS. CLEMONS: Objection. Confusing</p> <p>17 and vague.</p> <p>18 Q. Is there?</p> <p>19 A. Is there anything outside of</p> <p>20 conventional --</p> <p>21 Q. Rep work that could be called, that could</p> <p>22 be as a job title that could be called conventional</p> <p>23 work on the union side of the sales department?</p> <p>24 MS. CLEMONS: Are you asking her about</p> <p>25 the conventional representative job or the</p>	<p style="text-align: right;">Page 117</p> <p>1 you in the conventional rep position, does that</p> <p>2 require a different kind of license other than a</p> <p>3 standard Pennsylvania driver's license?</p> <p>4 A. Yes.</p> <p>5 Q. Do all, does all of that work taking place</p> <p>6 in the conventional rep department require a license</p> <p>7 different than a standard Pennsylvania driver's</p> <p>8 license?</p> <p>9 MS. CLEMONS: Objection. There is no</p> <p>10 conventional rep department. She said that 10</p> <p>11 times.</p> <p>12 Q. Well, it is work. You understand what I'm</p> <p>13 asking you. It is conventional rep work. Does all</p> <p>14 of that conventional rep work require a license?</p> <p>15 A. Let's clarify. A conventional rep is</p> <p>16 required to have a class A CDL in order to perform</p> <p>17 his or her job duties.</p> <p>18 Q. That would be the delivery driver, right?</p> <p>19 MS. CLEMONS: That's a different</p> <p>20 question. Are you asking her that question?</p> <p>21 Q. That was something that you told me that a</p> <p>22 conventional rep might be -- that that would be work</p> <p>23 that would be taking place under the conventional</p> <p>24 rep job title?</p> <p>25 A. No. I told you conventional rep, delivery</p>

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<p>1 driver, full service driver, do the same general 2 type of stores so they are going to use a truck with 3 roll up doors. 4 Q. That requires a CDL class A, correct? 5 A. Yes. 6 Q. Have you ever heard of any employee doing 7 conventional rep work who did not have a CDL A 8 license? 9 A. Do you mean conventional as to what I just 10 described to you? 11 Q. Yes. 12 A. Under the job title, no. 13 Q. Have you ever known of any employees 14 assisting conventional reps doing work a 15 conventional rep might be doing without a CDL 16 license, but not driving? 17 A. Not all the duties, no. 18 Q. How about some of the duties? 19 A. Yes. 20 Q. What's the circumstances under which that 21 arose? 22 A. In which a conventional rep would have a 23 helper? 24 Q. Yes. 25 A. If the conventional rep was injured and</p>	<p>1 it was 4th of July. 2 Q. Could it be longer? 3 A. Could it be longer? 4 Q. Yes. 5 A. For a consecutive period of time, not to my 6 knowledge. 7 Q. Now, is this helper doing the work that the 8 conventional rep would otherwise be doing, but for 9 the fact that the driver might be injured and can't 10 lift? 11 A. So might they be doing anything other than 12 helping the driver lift? 13 Q. Right. You are doing — the helper is 14 doing the driver's or the conventional rep's work 15 because the conventional rep can't do it, that's 16 what they are doing? 17 A. No. 18 Q. Or they are a helper? 19 A. They are helping. 20 Q. Then they are helping the conventional rep 21 do his work, right? 22 A. They are helping the conventional driver 23 lift. 24 Q. And are they helping the conventional 25 driver do other things?</p>
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<p>1 couldn't lift, you would allow the conventional rep 2 to drive and someone would go with that conventional 3 rep. 4 Q. What else? 5 A. If a conventional rep had a particular 6 heavy day, when I say heavy, I mean high volume, and 7 they asked for someone to help or someone was 8 available to help, they would have a helper. 9 Q. A temporary type of assignment? 10 A. A temporary assignment? 11 Q. Yes. 12 A. Yes. 13 Q. That's how it comes up? 14 A. As a temporary help. They don't typically 15 have someone on the truck with them every day 16 helping them out. 17 Q. How long a period of time might that go on 18 for, to your knowledge? 19 A. Might what go on? 20 Q. The helper who is helping the conventional 21 rep either injured and/or can't lift. 22 A. It would be — it could be anything. It 23 could be for the entire duration of their injury 24 until their restrictions are lifted for weight 25 capacity. It could be a day. It could be a week if</p>	<p>1 A. Not to my — perhaps merchandise. So if 2 you go into, I will give you the example of maybe a 3 Wawa and you find two liters on the shelf and 20 4 ounce in the cooler, the helper may do what they 5 call pack out a store, fill the shelves while the 6 conventional driver does other duties or helps that 7 person pack out the shelves. 8 Q. What else? 9 A. Nothing else that I know. 10 Q. How about reset? 11 A. Reset? 12 Q. Yes. 13 A. A conventional driver is not going to do a 14 reset during the day. 15 Q. This helper could be doing anything that 16 the conventional rep would be doing, is that right, 17 except driving? They wouldn't be driving? 18 MS. CLEMONS: Objection. That is 19 asked and answered. She has told you no three 20 times. 21 Q. That helper is doing conventional rep work? 22 MS. CLEMONS: Objection. Asked and 23 answered. 24 Q. The helper is doing conventional rep work? 25 MS. CLEMONS: No.</p>

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<p>1 A. No.</p> <p>2 MS. CLEMONS: That's not what she</p> <p>3 said.</p> <p>4 Q. You told me the conventional rep does the</p> <p>5 same things, pack out, whatever might be,</p> <p>6 merchandise, that was your word. That's work that</p> <p>7 the conventional rep is doing, right?</p> <p>8 A. A conventional rep will occasionally do</p> <p>9 that, but I gave you the job description for the</p> <p>10 conventional rep earlier, taking the money, they are</p> <p>11 driving, they are making the sale, that's not</p> <p>12 something that a helper would be doing.</p> <p>13 Q. Well, the helper is there to help the rep</p> <p>14 do the rep's work, right; is that right?</p> <p>15 A. Part of the help.</p> <p>16 Q. Part of the rep's work. If the rep doesn't</p> <p>17 have a helper, the rep does all the work that the</p> <p>18 rep has to do, we know that?</p> <p>19 A. If the rep does the helper, yes, the rep</p> <p>20 has to perform the job duties.</p> <p>21 Q. The helper is helping the rep under</p> <p>22 circumstances or there could be a heavy day for a</p> <p>23 short duration, right, on a temporary basis?</p> <p>24 A. Yes.</p> <p>25 Q. So what happens in Pepsi when the temporary</p>	<p>1 A. Yes.</p> <p>2 Q. So she is temporarily assigned to perform</p> <p>3 merchandising duties which would be a non-union</p> <p>4 duty, right, a non-union rate duty?</p> <p>5 A. Uh-huh.</p> <p>6 Q. In the conventional department which we</p> <p>7 know is a component of the sales department, right?</p> <p>8 A. Right.</p> <p>9 Q. Doing, to assist with the space race</p> <p>10 campaign, right?</p> <p>11 A. Right.</p> <p>12 Q. Which the conventional representatives were</p> <p>13 servicing, right?</p> <p>14 A. They were servicing those stores.</p> <p>15 Q. So she is doing, she is doing conventional</p> <p>16 department work that she is doing the work that a</p> <p>17 conventional rep needed help doing in connection</p> <p>18 with a union position, we know that, right?</p> <p>19 A. No.</p> <p>20 Q. Yes.</p> <p>21 A. No.</p> <p>22 MS. CLEMONS: No.</p> <p>23 Q. So she is working at a non-union rate doing</p> <p>24 conventional department work in connection with</p> <p>25 union work, rather work that gets paid out at union</p>
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<p>1 basis becomes more of a long-term?</p> <p>2 A. It doesn't.</p> <p>3 Q. Like months?</p> <p>4 A. To my knowledge a driver has never had help</p> <p>5 for months.</p> <p>6 Q. How about for weeks?</p> <p>7 A. To my knowledge the driver has never had</p> <p>8 help for weeks.</p> <p>9 Q. How long did Tillman do work in the</p> <p>10 conventional department? Sorry. How long did she</p> <p>11 do conventional work?</p> <p>12 MS. CLEMONS: Objection. Asked and</p> <p>13 answered. You can answer it again, Sara.</p> <p>14 A. Marlayna Tillman, without specific dates,</p> <p>15 was a merchandiser from May of 2001 through July of</p> <p>16 2002.</p> <p>17 Q. And she was doing, by what you said, she</p> <p>18 was doing merchandising duties in the conventional</p> <p>19 department. That's your words. You said</p> <p>20 conventional, a -- in the conventional department?</p> <p>21 MS. CLEMONS: She has clarified it and</p> <p>22 said it was an area of the sales department. We can</p> <p>23 go over it three times, but she said that already.</p> <p>24 Q. To assist with a space race campaign. That</p> <p>25 was your full sentence.</p>	<p>1 rates which is performed by a conventional rep?</p> <p>2 MS. CLEMONS: Objection.</p> <p>3 Q. Right. That's what she is doing?</p> <p>4 MS. CLEMONS: Vague, completely</p> <p>5 confusing and I don't understand what you are</p> <p>6 saying.</p> <p>7 Q. That's what she is doing?</p> <p>8 A. No.</p> <p>9 Q. Why don't we mark your affidavit since you</p> <p>10 seem to be in complete disagreement with it now.</p> <p>11 MS. CLEMONS: Are you going to use</p> <p>12 this 10?</p> <p>13 MR. WOODSIDE: I will get there.</p> <p>14 (Exhibit Altman 11, Altman</p> <p>15 verification, was marked for identification.)</p> <p>16 Q. Let me know when you have looked at it.</p> <p>17 A. I have.</p> <p>18 Q. Paragraph four is what I'm interested in.</p> <p>19 A. Okay.</p> <p>20 Q. You say "In around November of 2001." Are</p> <p>21 you right about that date?</p> <p>22 A. To the best of my knowledge.</p> <p>23 Q. Where did you get that date from?</p> <p>24 A. I'm not sure.</p> <p>25 Q. Are you confused?</p>

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<p style="text-align: right;">Page 142</p> <p>1 Q. Is that because —</p> <p>2 A. Maybe if you break it up into smaller</p> <p>3 pieces.</p> <p>4 Q. I have a conventional rep on the sales, in</p> <p>5 the sales department getting a union rate under the</p> <p>6 bargaining unit agreement. That's a union job,</p> <p>7 right?</p> <p>8 A. The duties I described are union job, the</p> <p>9 conventional rep.</p> <p>10 Q. And for this limited period of time when</p> <p>11 the rep can't do that work, I've got what you</p> <p>12 described as a helper doing the same work that the</p> <p>13 rep can't do because of some circumstance or injury</p> <p>14 or temporary assignment, right?</p> <p>15 A. As I said before, they are not doing all</p> <p>16 the duties.</p> <p>17 Q. But they are doing some of those duties.</p> <p>18 They are doing the work the rep can't do. Let's</p> <p>19 stick with that hypothetical, right?</p> <p>20 A. So hypothetically they are performing</p> <p>21 duties that a restriction from the doctor says that</p> <p>22 the rep can't do?</p> <p>23 Q. Well, or other reasons that you gave me</p> <p>24 earlier about why there would be a helper needed,</p> <p>25 right?</p>	<p style="text-align: right;">Page 144</p> <p>1 they were helping.</p> <p>2 Q. That's the reason why, they are helping?</p> <p>3 A. I have never known Pepsi to require to the</p> <p>4 best of my knowledge, a non-union employee to go</p> <p>5 into the union.</p> <p>6 Q. Well, when that non-union employee starts</p> <p>7 doing bargaining union work under one of the many</p> <p>8 categories, isn't that employee required to enter</p> <p>9 the union under the bargaining agreement between</p> <p>10 Pepsi and the union?</p> <p>11 MS. CLEMONS: Objection. Objection.</p> <p>12 A. If an employee is doing union work as</p> <p>13 agreed upon by the union with the job description</p> <p>14 then the employee is a union employee. I think we</p> <p>15 said earlier the union may argue that if there is a</p> <p>16 gray line there, but we don't require people, if you</p> <p>17 are not in a union job description, we don't require</p> <p>18 you to pay union dues.</p> <p>19 Q. Well, union dues is only one piece. You</p> <p>20 require, the union would require entering the union</p> <p>21 right? That's what the union would be taking the</p> <p>22 position on?</p> <p>23 MR. GELMAN: Let's go off the record</p> <p>24 for a second,</p> <p>25 (Discussion off the record.)</p>
<p style="text-align: right;">Page 143</p> <p>1 MS. CLEMONS: It is your question,</p> <p>2 frame it. Ask her a question.</p> <p>3 Q. Just follow me. We have a helper now who</p> <p>4 is now doing the conventional rep work for whatever</p> <p>5 reason, right?</p> <p>6 A. No.</p> <p>7 Q. No. He is doing some of the work the rep</p> <p>8 can't do. You have told me that already.</p> <p>9 A. Yes, he is doing some of the work.</p> <p>10 Q. And so for the time period that person is</p> <p>11 doing some of that work, for the length of that</p> <p>12 assignment, have you ever known Pepsi to have that</p> <p>13 helper go into the union or require that the worker,</p> <p>14 that employee going into the union because of the</p> <p>15 work that she or he is doing?</p> <p>16 A. Have I ever known Pepsi to require a</p> <p>17 non-union helper to go into the union?</p> <p>18 Q. Because they are doing the work that the</p> <p>19 rep can't do?</p> <p>20 MS. CLEMONS: Objection. Same</p> <p>21 objection.</p> <p>22 Q. Has that ever happened?</p> <p>23 A. I have never known, to the best of my</p> <p>24 knowledge, of a non-union employee being a helper</p> <p>25 and Pepsi required them to go into the union because</p>	<p style="text-align: right;">Page 145</p> <p>1 (At which time a lunch break was</p> <p>2 taken.)</p> <p>3 Q. We're back on and do you have Altman 11 in</p> <p>4 front of you?</p> <p>5 A. Yes.</p> <p>6 Q. I just want to go over something you said</p> <p>7 earlier. Aside from Matt Fields and Craig Nelson,</p> <p>8 there were no other non-union employees in the</p> <p>9 Wilmington plant working on the space race campaign</p> <p>10 during the time that Miss Tillman worked on it?</p> <p>11 A. No.</p> <p>12 MS. CLEMONS: Objection. Go ahead.</p> <p>13 It misstates her previous testimony.</p> <p>14 A. Yes. When I was giving the list of names</p> <p>15 with Matt Fields you asked me who else worked as a</p> <p>16 helper that was non-union. To the best of my</p> <p>17 knowledge, Marlayna Tillman was the only</p> <p>18 merchandiser that worked in the space race.</p> <p>19 Q. What was Matt Fields' position?</p> <p>20 A. Merchandiser.</p> <p>21 Q. He was a non-union merchandiser?</p> <p>22 A. Yes.</p> <p>23 Q. And Craig Nelson is the other person that</p> <p>24 we talked about, right?</p> <p>25 A. Yes.</p>

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<p>1 Q. Those are the three people, three employees 2 in the Wilmington plant who worked the space race 3 campaign? 4 MS. CLEMONS: Objection. Misstates. 5 Q. Who were non-union workers during the time 6 that Tillman was working? 7 MS. CLEMONS: Objection. Misstates 8 her testimony. Go ahead. 9 A. No. Matt Fields did not work on the space 10 race. I said to the best of my knowledge Marlayna 11 Tillman was the only merchandiser that worked on the 12 space race. 13 Q. What was Fields' department? 14 A. Fields did not work space race. 15 Q. But Fields worked -- where was Fields 16 working when you gave me his name along with Craig 17 Nelson? For the five months Tillman was working 18 space race you gave me Matt Fields' name and some 19 category. What was it? 20 MS. CLEMONS: Objection. Misstates 21 her testimony. 22 Q. I just asked you a question. 23 A. Can you repeat it? 24 Q. You gave me Matt Fields as a name during 25 the five months that Marlayna Tillman was working</p>	<p>1 MR. WOODSIDE: What's the matter over 2 there? 3 MS. CLEMONS: You know what, 4 Mr. Woods, asked your questions and move on. 5 Q. Who else besides Matt Fields who was 6 helping conventional reps in their work in 2001, 7 2002, 2003, 2004? 8 A. Mark Maragus. 9 Q. Can you spell his name please? 10 A. M-A-R-A-G-U-S. I could be wrong though. 11 Q. Who else? 12 A. Dave Zimbala. I can't remember how to 13 pronounce it. 14 Q. Anybody else? 15 A. That I can remember. 16 Q. What department or job title did Mark 17 Maragus have? 18 A. Job title, merchandiser. 19 Q. Non-union? 20 A. Yes. 21 Q. What about Dave Zimbala? 22 A. Non-union merchandiser. 23 Q. Do you know what time period Mr. Maragus is 24 doing this work as helper? 25 A. I don't remember the time period.</p>
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<p>1 space race as a merchandiser and non-union 2 merchandiser. What was Matt Fields' position and 3 was he union or non-union during that period of 4 time? 5 MS. CLEMONS: Objection. That's not 6 what she said. 7 Q. I just asked you a question. 8 MS. CLEMONS: You can ask her a 9 question which doesn't state what she didn't say. 10 You are misleading her, but you can answer if you 11 understand, Sara. 12 A. Again, I did not say Matt Fields worked on 13 the space race. 14 Q. I know that. I wrote that down. 15 A. He wasn't employed during those months. I 16 gave you the context of you asked me if other people 17 who were non-union that helped drivers. 18 MS. CLEMONS: She is one of the 19 people, you asked her for one person. She gave you 20 one person. There are others. Do you want to ask 21 her that. 22 MR. WOODSIDE: Why are you hitting the 23 table? 24 MS. CLEMONS: Why are you asking 25 questions not based on facts.</p>	<p>1 Q. How about Mr. Zimbala? 2 A. I don't remember the time period. 3 Q. Was it one of the four years that I gave 4 you? 5 A. Yes. 6 Q. Were they both paid at non-union rates? 7 A. They were paid the merchandiser rate. 8 Q. The same rate as Tillman? 9 A. I don't know. 10 Q. What did Pepsi establish as a seniority 11 date for a particular employee? 12 A. It depends. 13 Q. Are there different seniority dates for 14 different employment events? 15 A. Well, if you want to clarify the question 16 what you mean by seniority. 17 Q. Is your seniority on the non-union side in 18 the sales department? 19 A. There would be for pension and vacation 20 purposes, there is time and job or hire date. 21 Q. How about for applying for another position 22 at Pepsi, would there be seniority date for that 23 non-union employee? 24 A. I don't know what you are asking. 25 Q. Well, if a non-union employee applied for a</p>

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<p style="text-align: right;">Page 150</p> <p>1 different position in a non-union position and 2 somebody else competed, would there be a seniority 3 date the company would look at? 4 A. If you are looking at two people, both 5 non-union, applying for the same position, would we 6 look at hire date? Is that what you are asking me? 7 Q. Is hire date seniority date in that 8 context? 9 A. As I told you earlier with the pension and 10 whatnot. That's the only type of seniority you will 11 have for a non-union person. 12 Q. So then if you had two equally balanced 13 employees who are non-union applying for another 14 non-union position, the hire date might come into 15 play? 16 A. No. 17 Q. Would it come into play? 18 A. No. 19 Q. Why not? 20 A. It is a non-union position. We base it on 21 skill and ability. 22 Q. So the only union position does the term 23 seniority apply or would it come into play in terms 24 of an employee's movement inside the company; is 25 that right?</p>	<p style="text-align: right;">Page 152</p> <p>1 A. Yes. 2 Q. Can you read that? 3 A. "Attached are the spread sheets for the 4 non-union pay increases. Please not the effective 5 date 12/31/01. As an FYI, Kenneth Cartwright, a 6 part-time merchandiser, will be promoted to a bulk 7 CR effective 1/7/02. Kenneth is listed as a" and 8 then I don't have anything else. 9 Q. Do you know who he is? 10 A. Kenneth? 11 Q. Yes. 12 A. Yes. 13 Q. Who wrote the "Hi, Shelly," you? 14 A. I did. 15 Q. What are you telling Shelly? 16 A. When I say hi Shelly? 17 Q. Yes. What are you saying to her in this? 18 You are telling her about a promotion for 19 Mr. Cartwright? 20 A. I'm not telling her about the promotion. 21 I'm explaining or drawing something to her 22 attention. 23 Q. As a part-time merchandiser, was he in the 24 union or non-union wage category? 25 A. Non-union.</p>
<p style="text-align: right;">Page 151</p> <p>1 MS. CLEMONS: Objection. I don't know 2 what you mean by movement inside the company. 3 MR. WOODSIDE: Well, the assignment or 4 lateral move or a transfer, that kind of thing. 5 MS. CLEMONS: To a union or non-union. 6 MR. WOODSIDE: I said union. 7 MS. CLEMONS: Union moving to another 8 union. 9 MR. WOODSIDE: Union positions inside 10 the company, that kind of movement. 11 A. Would seniority be taken into account? 12 Q. Yes. Seniority is defined in that context 13 how? 14 A. Two different types of seniority. There is 15 company seniority and department seniority. 16 Q. What is company seniority? 17 A. Hire date. 18 Q. What is department seniority? Time in that 19 department? 20 A. I suppose you could say there is union 21 seniority too, time in the union. 22 Q. Do you have Altman 10 in front of you? 23 A. Yes. 24 Q. Look at the very bottom of Altman 10. You 25 see it says "Hi, Shelly?"</p>	<p style="text-align: right;">Page 153</p> <p>1 Q. Bulk CR, union or non-union? 2 A. Non-union. 3 Q. So he got promoted to a non-union position 4 from a non-union position? 5 A. Yes. 6 Q. What constitutes the promotion there? 7 A. He went from his job as a merchandiser to 8 account rep. So he went from packing out the stores 9 to selling. 10 Q. Still non-union though, right? 11 A. Yes. 12 (Exhibit Altman 12, Personnel action 13 request dated 4/29/02, was marked for 14 identification.) 15 Q. Here is Altman 12. Have you looked at it? 16 A. Yes. 17 Q. Is that your handwriting? 18 A. For most of it. 19 Q. Did you sign at the bottom? 20 A. Yes. 21 Q. What's the purpose of the document? 22 A. To put in, it's called a personnel action 23 request. I submit those when there is a change to 24 anything from where you see the action codes, any 25 type of action.</p>

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<p>1 qualification.</p> <p>2 Q. Did you do anything with respect to this</p> <p>3 e-mail that was sent to Glen by Marlayna?</p> <p>4 A. Yes.</p> <p>5 Q. What did you do?</p> <p>6 A. I forwarded it to Tracey Drzewiecki.</p> <p>7 Q. Why did you do that?</p> <p>8 A. Because we did not handle Marlayna issues</p> <p>9 at that point. Tracey had told Marlayna that she</p> <p>10 should go to Tracey with any issues that she had,</p> <p>11 other than general work.</p> <p>12 Q. You told Tracey that Glen is not going to</p> <p>13 respond?</p> <p>14 A. Yes.</p> <p>15 Q. Well, she is complaining she was the only</p> <p>16 warehouse employee that the policy has not been</p> <p>17 extended to. Do you have any firsthand information</p> <p>18 whether or not that is true?</p> <p>19 A. No.</p> <p>20 Q. Did you ever look into it?</p> <p>21 A. I did not personally look into this.</p> <p>22 Q. Do you know whether Tracey did?</p> <p>23 A. Tracey looked into this.</p> <p>24 Q. Did she report to you what she found when</p> <p>25 she looked into it?</p>	<p>1 documents at one point that she did determine that</p> <p>2 there was an amount of money that was owed to</p> <p>3 Marlayna and she paid her. I don't remember if it</p> <p>4 was for this one or not.</p> <p>5 (Exhibit Altman 15, Transport jockey</p> <p>6 job, was marked for identification.)</p> <p>7 Q. Here is Altman 15.</p> <p>8 MS. CLEMONS: Is there another</p> <p>9 document here.</p> <p>10 (Discussion off the record.)</p> <p>11 Q. Have you had a chance to look at Altman 15?</p> <p>12 A. Give me one more second.</p> <p>13 Q. Have you looked at Altman 15?</p> <p>14 A. Yes.</p> <p>15 Q. Is that your handwriting at the top right,</p> <p>16 awarded to, correct me if I'm wrong, awarded to Gary</p> <p>17 DiProspero?</p> <p>18 A. That is Tracey Drzewiecki's handwriting or</p> <p>19 Gary's.</p> <p>20 Q. Have you seen this before today, this</p> <p>21 document?</p> <p>22 A. Probably. I mean that's my handwriting</p> <p>23 awarded to. So I had to have seen this before.</p> <p>24 Q. Did Miss Tillman apply for this position?</p> <p>25 A. She bid on it.</p>
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<p>1 A. We discussed, I don't know that she</p> <p>2 reported to me.</p> <p>3 Q. What did you discuss?</p> <p>4 A. That she was pulling payroll information.</p> <p>5 Sorry, one second.</p> <p>6 Not firsthand knowledge, but I believe what</p> <p>7 was pulled, she had payroll records showing when she</p> <p>8 swiped in and out to see if she was working less</p> <p>9 than eight hours and not getting paid for the full</p> <p>10 hours, but was going to leave early.</p> <p>11 Q. Was Marlayna Tillman compensated for any of</p> <p>12 the complaints she was making about or in this</p> <p>13 e-mail to Mr. Matthews, do you know?</p> <p>14 A. I don't know for this particular one.</p> <p>15 Q. Do you know whether Miss Drzewiecki had</p> <p>16 any, drew any conclusions about whether Miss Tillman</p> <p>17 was entitled to pay in accordance with what she is</p> <p>18 complaining about to Mr. Matthews in 2003?</p> <p>19 MS. CLEMONS: If there is another</p> <p>20 document that can help you, ask.</p> <p>21 A. I don't know that there is another</p> <p>22 document. I know that there is another time. I</p> <p>23 know that at one point there was some difference in</p> <p>24 pay, but I think it may have been something else. I</p> <p>25 know that Tracey went back and looked at her payroll</p>	<p>1 Q. Was it timely?</p> <p>2 A. Yes.</p> <p>3 Q. Was she considered for it?</p> <p>4 A. As any other job it would be.</p> <p>5 Q. But she was considered for this?</p> <p>6 A. Yes.</p> <p>7 Q. And the same, was she considered in the</p> <p>8 same fashion as the other men appearing on the bid</p> <p>9 form, to your knowledge?</p> <p>10 A. To my knowledge.</p> <p>11 Q. Who considered her?</p> <p>12 A. I don't remember.</p> <p>13 Q. Was it inside your human resources</p> <p>14 department?</p> <p>15 A. It may have been.</p> <p>16 Q. Did Tom Riley consider her, if you know?</p> <p>17 A. He may have. He would have the seniority</p> <p>18 list and he would know who was qualified for it. It</p> <p>19 may have been joint review.</p> <p>20 Q. And that would be based upon knowledge and</p> <p>21 skills as well as seniority in terms of evaluating</p> <p>22 the candidates on the bids, right?</p> <p>23 A. Yes.</p> <p>24 Q. Was Tillman qualified for this work?</p> <p>25 A. Tillman was qualified in the sense that she</p>

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<p>1 was in the union. Tillman, to the best of my 2 knowledge, had not done the job. 3 Q. The transport jockey replenishment job she 4 had not done? 5 A. To the best of my knowledge. 6 Q. Was that the reason she was not awarded the 7 position, to the best of your knowledge? 8 A. Well, Gary had more seniority. 9 Q. Gary DiProspero? 10 A. Yes. 11 Q. On the very last sheet I see handwritten 12 notes on that one page. 13 A. Yes. 14 Q. Are they yours? 15 A. No. 16 Q. Whose are they? 17 A. Tracey Drzewiecki. 18 Q. Did you talk to Miss Drzewiecki about what 19 she might have been doing here? 20 A. Not that I remember. 21 Q. Did it come up at all in terms of your work 22 in the company as regards this particular position 23 about what Marlayna Tillman may have been 24 complaining about on her application for it? 25 A. I don't know that she was complaining about</p>	<p>1 A. Uh-huh. 2 Q. And this is his handwriting and signature 3 on page 0282? That's what I'm looking at. 4 A. Are you asking me? 5 Q. Yes. 6 A. I don't know. I don't know if this is 7 Gary's signature. 8 Q. It is a bid form with his name on it? 9 A. We can assume it is Gary's. 10 Q. And he is bidding for the transport jockey 11 job which is the position on the first page, right? 12 A. Yes. 13 Q. So how could he be doing the position if, 14 in fact, he was applying on the bid form as a 15 warehouse employee or an employee in the warehouse, 16 do you know? 17 A. Yes. 18 Q. How would that be? 19 A. If the transport jockey called out and Gary 20 was able to do the job, Gary would fill in and not 21 do his warehouse job for the night, or in addition 22 to his warehouse job. 23 Q. What department is this in, the transport 24 jockey replenishment job? 25 A. Manufacturing.</p>
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<p>1 anything. 2 Q. Did she claim that she thought she would 3 have had or should have had this position? 4 A. Not that I know. 5 Q. Do you know whether, in fact, under this, 6 in the middle of that last page on the handwritten 7 notes I see a word is it seniority? 8 A. Okay. 9 Q. Right, I see Jim McCormick past 10 qualifications in, withdrew bid; is that true? 11 A. I don't know if it's Tracey's handwriting. 12 Q. Well, if you know. 13 A. I don't remember. 14 Q. Andy Purdy it says did not take test and 15 withdrew, is that true? 16 A. I don't remember. 17 Q. How about Gary DiProspero currently doing 18 position-qualified. Is that true? 19 A. I don't remember. 20 Q. Was he currently doing the position, do you 21 know? 22 A. I don't remember. 23 Q. Well, DiProspero bid on this position as a 24 person or an employee working in a warehouse as a 25 present position, do you see that?</p>	<p>1 Q. You are sure about that? 2 A. It might be a subset being transport, but 3 it falls under manufacturing operations, managed by 4 the plant manager at Wilmington. 5 Q. Tom Riley was the hiring manager? 6 A. Tom Riley was the manager. 7 Q. Marlayna Tillman's name appears on that 8 last page with nothing after it. Do you know 9 anything about why her name was written there? 10 A. No. 11 Q. Did you receive any information from Miss 12 Drzewiecki why Miss Tillman wasn't selected? 13 A. Not that I remember. 14 Q. Did Mr. DiProspero accept this position, if 15 you know? 16 A. I don't know. 17 Q. Is he currently with Pepsi? 18 A. No. 19 Q. When did he leave? 20 A. I don't remember. 21 Q. Do you know where he is today? 22 A. No. 23 Q. Aside from the matter of seniority and the 24 fact that Mr. DiProspero might have been doing the 25 position in the manner you described, was Tillman</p>

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<p>1 qualified for the position and didn't get it for the 2 reasons you explained? 3 A. I don't know if she was qualified for the 4 position and I don't know why she didn't get the 5 role. 6 Q. Is Mr. Riley dead? 7 A. Yes. 8 Q. When did he die? 9 A. May of 2005. 10 Q. Was he employed by Pepsi at the time of his 11 death? 12 A. Yes. 13 (Exhibit Altman 16, E-Mail from Ms. 14 Tillman to Ms. Swartz dated 5/9/03, was marked for 15 identification.) 16 Q. Altman 16. 17 A. Okay. 18 Q. You have looked at Altman 16? 19 A. Yes. 20 Q. Reading backwards on it, it is Marlayna 21 Tillman writing to you on May 7, 2003, right? 22 A. Yes. 23 Q. What is she complaining about? 24 A. She is asking me to check the status of the 25 above mentioned job listing.</p>	<p>1 did you do anything about any of this information? 2 A. Not that I remember. 3 Q. Might have you done something but you just 4 don't remember now? 5 MS. CLEMONS: Objection. 6 Q. Since it is four years ago. 7 MS. CLEMONS: She said Tracey took 8 care of it. 9 Q. Did Tracey take care of it? 10 A. This is what I referenced earlier, 11 everything was going through Tracey. Tracey told 12 Marlayna everything is to go through her. If it is 13 anything other than general work. 14 Q. Do you know whether from your knowledge and 15 your position in human resources whether any of the 16 things that Miss Tillman said in this e-mail to you 17 on May 7, 2003 are not true from your personal 18 knowledge? 19 A. Do I know from personal knowledge if 20 anything is not true? 21 Q. Yes. 22 A. Let me reread it. 23 Q. Sure. 24 A. Other than the first line that talks about 25 the job description being posted, I don't know</p>
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<p>1 Q. Is that the transport jockey job that we 2 marked under the posting of Altman 15? 3 A. Yes. 4 Q. She writes to you that Riley talked to her 5 and gave her the impression the position was filled 6 by shop steward Gary DiProspero. We know that he 7 filled the job, right? 8 A. I don't know, but it appears that he did. 9 Q. Tillman writes that she has firsthand 10 knowledge that Gary did not want nor did he accept 11 the position. Do you know anything about that? 12 A. I don't know or remember anything about 13 that other than what I see right here. 14 Q. Let me jump ahead. When you got this 15 e-mail, did you look into any of the things that she 16 was writing to you on or about May 7, 2003? 17 A. Tracey would have taken care of this. 18 Q. Did you forward it to Tracey? 19 A. It doesn't appear that way. 20 Q. You would have at least forwarded it to 21 her, right? 22 A. She could have line copied Tracey. I don't 23 remember forwarding it to Tracey and it doesn't show 24 that I forwarded it to Tracey. 25 Q. Well, if you didn't forward it to Tracey,</p>	<p>1 anything to be true or false. 2 Q. You don't have any personal knowledge one 3 way or the other about whether anything that she 4 writes either on the first or the second page except 5 for what you said is true or false? 6 A. Not that I remember. 7 Q. She claims on the second page near the 8 bottom of the long paragraph that it appears that 9 she is past over yet again for a position she 10 expressed an interest in for reasons she concluded 11 are race and/or gender bias related. Do you see 12 that? 13 A. Yes. 14 Q. Did you make any investigation with regard 15 to those allegations when you were in human 16 resources? 17 MS. CLEMONS: Objection. Asked and 18 answered. You can answer it again. 19 Q. Did you? 20 A. Not to my knowledge. 21 Q. Did you talk to Miss Drzewiecki directly 22 about any of those allegations by Miss Tillman in 23 connection with Tillman's e-mail to you? 24 A. Yes. 25 Q. What did you talk about with her?</p>

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<p>1 A. I don't remember specifics. 2 Q. Do you remember anything generally? 3 A. Generally if I would help her pull payroll 4 records or something she may need to know from an 5 administrative side. 6 Q. So whatever was done in terms of any 7 investigation would be done by people who were above 8 you in the human resources department, to your 9 knowledge? 10 A. Yes. 11 Q. By the way, you didn't talk to 12 Mr. DiProspero at all about his employment in that 13 position, did you? 14 A. Not that I remember. 15 (Exhibit Altman 17, Bid form for Leroy 16 Lewis, was marked for identification.) 17 Q. I am giving you Altman 17. 18 A. Okay. 19 Q. These are documents Pepsi gave me in 20 discovery. I could not locate a posting sheet for 21 this position. Do you know if one existed? 22 A. Yes. 23 Q. Do you know where it might be? 24 A. No. 25 Q. Was there — do you know what it looked</p>	<p>1 Q. None of the names on here do you recognize 2 as being the people who were awarded the job? 3 A. I know that Leroy Lewis and Chris Eastlack 4 both worked in routes. I believe Marlayna may have 5 worked in routes. Cephas worked in routes. 6 MS. CLEMONS: C-E-P-H-A-S. 7 A. And Ron Brister I believe worked in routes, 8 but I don't think he ever came down from West 9 Chester. 10 Q. Is that the reason why he wasn't awarded a 11 job, do you know? 12 A. I don't know why. 13 Q. Who was involved in awarding the position? 14 A. The same people that are normally involved. 15 Q. Who would that be? 16 A. Someone from HR and the department. 17 Q. Who in HR do you think was involved? 18 A. Myself or Tracey. 19 Q. That is jointly with the hiring manager, is 20 that right? 21 A. Hiring manager or maybe in this case Ron 22 Brister's manager to make sure Ron Brister was 23 qualified had he been the person that was awarded 24 the bid. 25 Q. This position is in manufacturing?</p>
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<p>1 like? 2 A. It would resemble — 3 Q. The first page of Altman 15? 4 A. Yes. 5 Q. Do you know who was awarded this position? 6 A. No. 7 Q. It is called the bulk warehouse position. 8 It was called a route loader position; is that 9 right? 10 A. I don't know who was awarded the bid. 11 Q. Do you know what the position was? 12 A. Yes. 13 Q. Route loader? 14 A. Yes. 15 Q. What department? 16 A. Manufacturing. 17 Q. Who posted the position? 18 A. I would assume myself. 19 Q. Did you post it in Wilmington? 20 A. If I posted it, yes. 21 Q. Did you post it anywhere else? 22 A. West Chester. 23 Q. How about the one on Altman 15, did you 24 post that in Wilmington and West Chester? 25 A. Yes.</p>	<p>1 A. Yes. 2 Q. Who do you think the manager might have 3 been if you know? 4 A. I don't know in 2003. 5 Q. Was Tom Riley the manager in manufacturing? 6 A. Tom Riley was sort of a manager, department 7 head, oversaw a lot of different areas. There would 8 have been a supervisor as well that personally was 9 reported to. 10 Q. Where was Tillman working? 11 A. According to her bid, bulk warehouse. 12 Q. Lewis was in bulk warehouse, right? 13 A. Yes. 14 Q. Eastlack was bulk warehouse? 15 A. Yes. 16 Q. I have this fellow in West Chester and 17 Tillman in bulk warehouse? 18 A. Yes. 19 Q. And Dwight Cephas in warehouse general, 20 right? 21 A. Yes. 22 Q. Do you know if Tillman was qualified for 23 the position, setting aside any issues of seniority? 24 A. Probably only other qualification that 25 differentiates bulk from route is at one point you</p>

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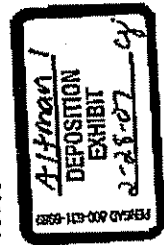
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Wilmington Employees 2001

EE Name	DOH	Term Date	Gender	Ethnic Group	Job Description
Aracott, Glenn D	10/15/1974		M	White	Bulk Driver
Arthur Jr., Charles M	6/18/1969		M	White	Machine Operator
Bacale, Arnie R	6/18/1992		M	Asian/Pacific Islander	Prod Avail Supv
Bailus, Kathleen A	3/25/1985	12/15/2005	F	White	Administrator
Baleman, David M.	10/15/2001		M	White	Bulk Account Customer Rep (A)
Becker Jr., William C	10/31/1988	7/30/2005	M	White	Technician
Bell Jr., James A	6/6/1981		M	Black/African American	Relief Customer Representative
Bing, Eric	5/31/1996		M	Black/African American	Machine Operator
Bley, Raymond Y.	1/19/2001		M	Black/African American	Merchandise
Bleacher, Paul D	3/19/1981		M	White	Trif/Trnsp Driver
Bowman, Kenneth D	8/9/1987		M	White	Gen Labor
Bowman, Kimberly Dawn	12/22/1987		F	White	Administrator
Boyd, Jeffrey A	6/22/1988	5/12/2004	M	White	Trif/Trnsp Driver
Boyle Jr., David W.	6/18/2001	11/6/2001	M	White	Warehouse Person
Bradford, Drew A.	3/27/2001	5/17/2001	M	Black/African American	Warehouse Person
Brinton, Scott Carter	10/27/1998	12/1/2008	M	White	Bulk Account Customer Rep (A)
Brown, Jermaine K.	6/6/2001	7/9/2001	M	Black/African American	Merchandise
Bryant, Bobby C.	3/28/2001	8/22/2001	M	White	Warehouse Person
Buckley Jr., John A	12/1/1982		M	Black/African American	Trif/Trnsp Driver
Byerly Jr., Howard W.	5/28/1996		M	White	Bulk Account Customer Rep (A)
Cameron Jr., John K	11/7/1988	3/1/2008	M	White	Warehouse Person
Campbell, John R	4/20/1993		M	White	Machine Operator
Carson, David G	4/25/1994	1/30/2003	M	White	Machine Operator
Cartwright Jr., Kenneth B.	3/6/2001	7/31/2002	M	Black/African American	Merchandise
Cartwright, Justin E.	3/6/2000	9/3/2005	M	White	Bulk Account Customer Rep (A)
Casey, Matthew S.	12/6/1996		M	White	Conventional CR
Cephas Jr., Dwight A.	5/23/2001		M	Black/African American	Warehouse Person
Cephas, Darrell A	1/2/1990		M	Black/African American	Gen Labor
Charles, George P	6/16/1992	5/28/2004	M	White	Bulk Account Customer Rep (A)
Charles, Robert A	6/30/1975		M	White	Bulk Driver
Clayton, Lawrence E	1/12/1987	9/17/2005	M	White	Prod Mgr
Cleaver, Matthew R.	7/3/2001	8/13/2001	M	White	Merchandise
Clemens, Andrew P	10/20/1997		M	White	Bulk Account Customer Rep (A)
Coale Sr., Jeffrey M	5/25/1984		M	White	Full Service Driver
Coggins Jr., Robert H	5/10/1993	7/17/2003	M	White	Gen Labor
Coleman, Stanley D.	1/16/2001	9/5/2002	M	Black/African American	Technician
Collins, Wayne C	1/22/1991		M	White	Prod Mech
Conte, Valentino L	7/26/1976		M	White	Bulk Driver
Cooney, Daniel J.	8/14/1995		M	White	Relief Customer Representative

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Wilmington Employees 2001

Carigan, Jeffrey M.	5/18/1988	M	White	Warehouse Person
Crilly Jr., John J	6/29/1990	M	White	Sales Manager
Crouse, Ryan D.	1/9/2001	M	White	Merchandiser
Curtis, Christopher R	8/19/1985	M	White	Conventional CR
Davis, Anthony M.	5/23/2001	M	Black/African American	Merchandiser
Davis, Frederick J	12/31/1990	M	White	Fleet Mechanic
Demby, Marshall L	7/9/1990	M	Black/African American	Machine Operator
Diubaldo, Domenic A.	12/16/1988	M	White	Bulk Account Customer Rep (A)
Dongre, James P.	5/14/2001	M	Asian/Pacific Islander	Warehouse Person
Earl, Leon S	1/16/1978	M	Black/African American	Gen Labor
Egan, Sean T	12/15/1997	M	White	Relief Customer Representative
Ebin, Scott B	12/31/1980	M	White	Fleet Mechanic
Evo, Jonathan D	6/11/2001	M	White	New Business Sales Rep
Falline, Robert A	10/27/1981	M	White	Production Supv
Farmer, Roy E.	5/14/2001	M	Black/African American	Warehouse Person
Faulkner, Louis H	5/22/1990	M	Black/African American	Gen Labor
Felice, James L	12/17/1973	M	White	Tire/Trasp Driver
Felcetti, Jeffrey S	7/2/1984	M	White	Tire/Trasp Driver
Fields, Matthew M.	6/14/2001	M	White	Merchandiser
Fillman, Kenneth D	8/27/1978	M	White	Tire/Trasp Driver
Finney, Howard L	12/13/1989	M	Black/African American	Machine Operator
Fleming, Alice R.	6/7/2001	F	Black/African American	Warehouse Person
Flowers, Ronald A	8/11/1990	M	Black/African American	Warehouse Person
Frederick Sr., Russell W	1/13/1986	M	White	Technician
Fulvio, Christopher M	10/2/1985	M	White	Conventional CR
Gage, Sean M.	3/1/2001	M	Asian/Pacific Islander	Merchandiser
Gray, Christopher L.	9/19/1984	M	White	Production Supv
Green, Crystal Sharon	4/15/1988	F	Black/African American	Administrator
Green, Herbert L.	8/11/2001	M	Black/African American	Merchandiser
Grisco, Chris A	7/18/1994	M	White	TSM-On Premise
Grundy, Robert B	7/8/1985	M	Black/African American	Prod Avail Supv
Haften, Raymond E	6/3/1985	M	White	Conventional CR
Harstein, George E.	11/8/1988	M	White	Prod Mech
Harrington, Christopher W.	8/3/2000	M	White	Merchandiser
Harris III, George A.	1/17/2001	M	Black/African American	Warehouse Person
Henderson, Bruce L	3/24/1980	M	White	Sanitizer
Hersfield, Jeffrey L.	9/10/2001	M	White	Prod Avail Supv
Hitchens, David	7/8/1991	M	White	Tire/Trasp Driver
Iovacchini III, Vincent J.	6/28/2001	M	White	Warehouse Person
Jabkowski, Gregory M.	7/3/2001	M	White	Merchandiser

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Wilmington Employees 2001

Jackson, Dwayne E.	5/29/2001	5/30/2001	M	Black/African American	Warehouse Person
Jackson, Sean	4/28/1993		M	White	Prod Avail Supv
Johnson Sr., Michael A	7/27/1982		M	Black/African American	Trlr/Trns Driver
Johnson, Eugene C	1/30/1989		M	White	Prod Mech
Johnson, Matthew J	1/11/1988	2/4/2004	M	White	Full Service Driver
Johnson, Scott A	8/1/1992		M	White	TSM-Bulk
Jones, DeJuan P.	4/17/2001	4/17/2001	M	Black/African American	Merchandiser
Kampmann, Leo E	4/5/1970	2/27/2006	M	White	Bulk Driver
Kamal, Stephen J	4/3/1988		M	White	Warehouse Person
Keamey, David J.	12/11/2000	1/2/2001	M	White	Merchandiser
Kelleher, James W	8/24/1990		M	White	TSM-Conv
Kelly, Andrew P.	4/4/2001	5/26/2001	M	White	Merchandiser
Kern, Clifford Albert	5/28/1988	5/18/2003	M	White	Merchandiser
King, Howard A	4/25/1980		M	White	Trlr/Trns Driver
Klaczewicz, Amanda L	6/30/1986		F	White	Analyst-Customer Information
Klein, Timothy J	11/21/1994	9/28/2005	M	White	Relief Customer Representative
Laws, Howard M	4/25/1981		M	Black/African American	Warehouse Person
Lawton Sr., Alfred D	7/28/1974		M	White	Technician
Lemon, Alton S.	8/18/2001	3/7/2002	M	Black/African American	Warehouse Person
Lobue, Thomas J	5/20/1974	7/4/2004	M	White	Bulk Driver
Loper Jr., Ernest	6/21/1990		M	Black/African American	Gen Labor
Lovins, Michael J.	12/26/2001		M	White	Qc Lab Technician
Mackrell, Charles S	7/17/2000		M	White	Prod Mech
Malay, Thomas J	3/1/1993		M	White	Conventional CR
Mast, Dean E.	10/30/1978		M	White	Bulk Driver
Mathews, Merrill James	2/6/1989	3/15/2004	M	Black/African American	Warehouse Person
Mathews, William G	8/7/1989		M	White	Prod Avail Supv
Mauregas, Mark Matthew	12/17/2001	8/4/2006	M	White	Merchandiser
McClain Jr., Chadle	4/11/1995		M	Black/African American	Gen Labor
McCormick Jr., James J.	6/10/1986	7/22/2004	M	White	Warehouse Person
McFarland, David T.	6/6/2001	11/1/2001	M	White	Merchandiser
McGallard, Richard W	8/31/1978		M	White	Bulk Driver
McGonigle, William J	6/22/1987		M	White	Gen Labor
McHugh II, Donald F.	6/11/2001	10/8/2002	M	White	Merchandiser
McNeil, Cory J.	5/29/2001	7/6/2001	M	Black/African American	Warehouse Person
McCarson, Richard W	12/28/1988		M	White	Supervisor-Delivery
Meadow, Robin	2/5/1990		M	White	Machine Operator
Meibro, Antonio A	4/25/1995	7/31/2001	M	White	Warehouse Person
Middleton, Holly	5/20/1991		F	White	Administrator
Mill, Eric D	12/22/1997	8/5/2003	M	White	Bulk Account Customer Rep (A)

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Wilmington Employees 2001

Miller, Daniel J.	12/11/1985	M	White	Warehouse Person
Miller, Jackie E.	10/4/1982	M	Black/African American	Conventional CR
Mishaw, Angus W.	11/23/1982	M	White	Delivery Driver
Morgan, Bert M.	5/1/1985	F	White	MU Financial Process Mgr
Morine, Shawn M.	9/27/1988	M	White	Merchandiser
Morrison, William C.	12/8/1986	M	White	Warehouse Person
Mosby, Brock A.	2/22/2000	M	Black/African American	Merchandiser
Murphy, James	8/25/1980	M	White	Conventional CR
Nau, Jeffrey G.	4/25/1977	M	White	Conventional CR
Nelson, Craig M.	9/23/1994	M	White	Terr Support Coordinator
Newcomb, William J.	3/14/1984	M	White	Forklift Oper
Newlon, Herbert L.	5/25/1980	M	Black/African American	Gen Labor
Nowell, Randy R.	4/25/2000	M	Black/African American	Warehouse Person
O'Connor, Thomas J.	4/18/1985	M	White	Conventional CR
O'Donald Jr., Richard W.	4/2/1979	M	White	Warehouse Person
O'Hara, Shawn M.	4/28/1986	M	White	Conventional CR
Obara Jr., John Charles	12/29/1987	M	White	Warehouse Person
Olowole, Kenny O.	5/28/2001	M	White	Checker
Oscak, John J.	10/13/1987	M	Black/African American	Account Sales Rep
Palladino Jr., Ralph J.	7/8/1974	M	White	Delivery Driver
Palmer Jr., George R.	12/31/1980	M	White	Bulk Driver
Papili Jr., Louis A.	5/19/1984	M	White	Fleet Mgr
Paquin Jr., Arthur L.	7/8/1987	M	White	Checker
Patterson, Daniel P.	5/28/1992	M	White	Bulk Account Customer Rep (A)
Payne, James D.	12/8/1987	M	White	Conventional CR
Peake, Thomas S.	8/7/2000	M	White	Trip/Trsp Driver
Perez Jr., Raul	1/12/1998	M	White	Bulk Account Customer Rep (A)
Pliska, Edward Paul	7/28/1987	M	Hispanic	Bulk Account Customer Rep (A)
Poots, Christopher	5/18/1992	M	White	Bulk Account Customer Rep (A)
Porter, Marvin L.	5/4/1988	M	White	Full Service Driver
Purdy, Harold A.	6/30/1990	M	Black/African American	Technician
Pyle, Charles H.	5/7/2001	M	White	Machine Operator
Redden, Timothy W.	8/11/1988	M	White	Trip/Trsp Driver
Relly, Kevin E.	4/9/2001	M	White	Bulk Account Customer Rep (A)
Richards Jr., Carl L.	1/17/1972	M	White	Relief Customer Representative
Riley, Thomas S.	4/11/1994	M	Black/African American	Warehouse Person
Rizzo Jr., Joseph S.	5/2/1988	M	White	Prod Avail Mgr
Rosik, Michael S.	7/11/1985	M	White	Machine Operator
Robbins, Damian J.	4/15/1986	M	White	Warehouse Person
Robinson, Leonard J.		M	Black/African American	Bulk Account Customer Rep (A)
				Machine Operator

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Wilmington Employees 2001

Robinson, Nathaniel J.	3/2/1995	4/30/2001	M	Black/African American	Delivery Driver
Rodgers, Charles J.	9/25/1997		M	White	Delivery Driver
Rowe, Adam T.	6/28/2001	6/28/2002	M	White	Merchandiser
Royal, Carl M.	8/14/1993	6/23/2001	M	Black/African American	Gen Labor
Sanders, Brooke L.	9/24/2001	12/27/2001	F	Black/African American	Technician
Saunders, Ringgold	2/3/1986		M	Black/African American	Machine Operator
Schools, Sylvester L.	2/26/1990	5/16/2002	M	Black/African American	Gen Labor
Sharkey, Steven A.	9/24/1978		M	White	Prod Mech
Shepherd, Christopher J.	10/2/2000	7/21/2006	M	White	Merchandiser
Silvinski Jr., Joseph A.	3/21/1989	5/31/2005	M	White	Gen Labor
Slead, Ronald W.	3/28/1960	4/1/2001	M	White	Bulk Driver
Smith, Clifton A.	5/21/2001	6/7/2001	M	Black/African American	Warehouse Person
Smith, Michael J.	4/10/1988		M	White	Delivery Driver
Smyth, Thomas M.	3/6/1978	2/27/2004	M	White	QC Mgr
Snyder, Andrew D.	8/7/2001	11/2/2001	M	White	Merchandiser
Spencer, Peyton E.	4/12/1991		M	Black/African American	Warehouse Person
Spicer, Dennis R.	9/5/1978		M	White	Conventional CR
Stalb, David W.	9/5/2000	9/5/2005	M	White	Production Supv
Stanley, Jeffrey S.	2/29/1988		M	White	Gen Labor
Staten, William C.	5/21/2001	5/22/2001	M	Black/African American	Merchandiser
Steinrock, George F.	8/22/1997	3/31/2004	M	Black/African American	Prod Mech
Stewart, Bernard T.	5/15/2000		M	Black/African American	Warehouse Person
Stone, Vincent E.	4/30/2001		M	White	Warehouse Person
Stringer, Joan A.	9/4/1968	3/31/2001	F	White	Machine Operator
Thomas, Cleavon L.	5/7/2001	5/25/2004	M	Black/African American	Warehouse Person
Tillman, Kimani H.	8/17/2001	4/7/2002	M	Black/African American	Merchandiser
Tillman, Marlayna O.	5/8/2001	12/1/2004	F	Black/African American	Merchandiser
Tilton, David W.	3/22/1994	8/3/2001	M	White	Prod Avail Supv
Trostle, Shannon J.	7/1/1995	4/4/2003	M	White	Production Supv
Turner Jr., Ernest S.	9/3/1992	3/30/2002	M	Black/African American	Machine Operator
Tweed, Edward E.	3/14/1987	9/20/2002	M	White	Bulk Driver
VanScoyk, Diane M.	8/2/1999		F	White	Administrator
Vlahos, Nicholas	9/26/2000		M	White	Merchandiser
Vlahos, Ted	5/13/1996		M	White	Bulk Account Customer Rep (A)
Weber, Philip F.	12/30/1985	5/20/2004	M	White	Plant Manager
Wells, Jack E.	1/25/1988		M	White	Fleet Mechanic
Westerberger Jr., Francis C.	5/18/1998	6/20/2003	M	White	Warehouse Person
Whary, Leigh A.	8/23/2001	5/3/2002	F	White	Technician
Williams III, Robert M.	8/14/2001	8/6/2001	M	White	Merchandiser

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Wilmington Employees 2001

Williams Sr., James K.	11/27/1985	4/30/2006	M	White	Sanitizer
Williams, William R.	9/23/1985		M	White	Technician
Wise, John D.	4/20/2000		M	White	Warehouse Person
Wray III, Bruce E.	10/21/1987		M	White	Merchandising Manager
Wright, Jeffrey L.	8/18/1975		M	White	Conventional CR
Wyeil, Richard D.	5/10/1983	5/6/2002	M	White	Delivery Driver
Young, Amy J.	6/5/2000	7/12/2002	F	White	New Business Sales Rep
Zell, Deborah A.	1/22/1984		F	White	KAM II OP (MU)
Zembala, David A.	3/3/2001	5/29/2001	M	White	Merchandiser
Ziegler, Robert A.	5/29/1989		M	White	TSM-Bulk

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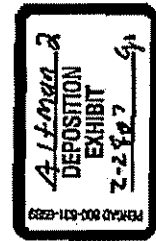
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Wilmington Employees 2002

EE Name	DOH	Term Date	Gender	Ethnic Group	Job Description
Arcott, Glenn D	10/15/1974		M	White	Delivery Driver - Bulk
Arthur Jr., Charles M	6/13/1969		M	White	Machine Operator
Bacale, Arnie R	6/18/1992		M	Asian/Pacific Islander	Prod Avail Supv
Bailus, Kathleen A	3/25/1985	12/6/2005	F	White	Admin Assistant-S&D
Barr, David A.	6/16/2002	8/8/2002	M	Black/African American	Merchandiser
Bateman, David M.	10/15/2001		M	White	CR - Bulk Account - A
Becker Jr., William C	10/31/1989	7/30/2005	M	White	Warehouse Person
Beil Jr., James A	6/8/1991		M	Black/African American	Gen Labor
Bing, Eric	5/31/1996		M	Black/African American	Machine Operator
Blay, Raymond Y.	1/19/2001		M	Black/African American	Merchandiser
Bleacher, Paul D	3/19/1991		M	White	Delivery Driver - Trlr/Tmnp
Boulden II, Mark F.	7/22/2002	8/14/2003	M	White	Merchandiser
Bowman, Kenneth D	8/9/1987		M	White	General Labor/Ops
Boyd, Jeffrey A	12/22/1997		F	White	Admin Assistant-S&D
Brinton, Scott Carter	8/22/1988	5/12/2004	M	White	Delivery Driver - Trlr/Tmnp
Buckley Jr., John A	10/27/1998	12/1/2006	M	White	CR - Bulk Account - A
Byerly Jr., Howard W.	12/1/1982		M	White	Delivery Driver - Trlr/Tmnp
Cameron Jr., John K	5/28/1956		M	White	CR - Bulk Account - A
Campbell, John R	11/7/1988	3/1/2008	M	White	Machine Operator
Carney, Jeffrey T.	4/20/1993		M	White	Warehouse Person
Carson, David G	6/3/2002	8/8/2002	M	White	Warehouse Person
Cartwright Jr., Kenneth B.	4/25/1994	1/30/2003	M	White	Machine Operator
Cartwright, Justin E.	3/6/2001	7/31/2002	M	Black/African American	Bulk Account Customer Rep (A)
Casey, Matthew S.	3/6/2000	9/3/2005	M	White	Merchandiser
Cephas Jr., Dwight A.	12/9/1998		M	White	Warehouse Person
Cephas, Darrell A	6/23/2001		M	Black/African American	Warehouse Person
Charles, Robert A	12/1/990		M	Black/African American	General Labor/Ops
Charles, Robert A	6/30/1975		M	White	Bulk Driver
Clarke, Robert A	6/30/1975		M	White	Delivery Driver - Bulk
Clarke, Lamont M.	7/17/2002		M	Black/African American	Merchandiser
Clayton, Lawrence E	11/2/1987	9/17/2005	M	White	Prod Mgr
Clemens, Andrew P	10/20/1997		M	White	CR - Bulk Account - A
Clemens, Daniel J.	9/9/2002	2/2/2005	M	White	Merchandiser
Coale Sr., Jeffrey M	5/25/1994		M	White	Delivery Driver - Full Service
Coggins Jr., Robert H	5/10/1993	7/17/2003	M	White	General Labor/Ops
Coleman, Stanley D.	1/16/2001	9/5/2002	M	Black/African American	Technician
Coleman, Stanley D.	1/16/2001	9/5/2002	M	Black/African American	Warehouse Person

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Wilmington Employees 2002

Collins, Wayne C	1/22/1981	M	White	Mechanic - Production
Conte, Valantino L	7/26/1976	M	White	Bulk Driver
Cooney, Daniel J.	8/14/1985	M	White	General Labor/Ops
Corrigan, Jeffrey M.	5/18/1988	M	White	Warehouse Person
Culley Jr., John J	5/29/1990	M	White	Unit Sales Manager
Crouse, Ryan D.	1/9/2001	M	White	Merchandiser
Cullen, Jessica D.	1/18/2002	F	White	New Business Sales Rep
Curtis, Christopher R	8/19/1985	M	White	CR - Conventional
Davis Jr., Rodric L.	5/6/2002	M	Black/African American	Warehouse Person
Davis, Anthony M.	5/23/2001	M	Black/African American	Merchandiser
Davis, Frederick J	12/31/1990	M	White	Fleet Mechanic
Demby, Marshall L	7/9/1990	M	Black/African American	Machine Operator
DIProsperos, Gary	8/11/1995	M	Black/African American	Warehouse Person
Diubaldo, Domenic A.	12/16/1986	M	White	CR - Bulk Account - A
Dixon, Dwayne L.	6/17/1996	M	Black/African American	KAM I RS (NU)
Doyle, David	6/2/1995	M	White	CR - Conventional
Earl, Leon S	1/16/1978	M	Black/African American	General Labor/Ops
Eastlack, Christopher T.	5/6/2002	M	White	Warehouse Person
Egan, Sean T	12/15/1997	M	White	Delivery Driver
Esbin, Scott B	12/31/1990	M	White	Fleet Mechanic
Evoy, Jonathan D	6/11/2001	M	White	New Business Sales Rep
Falline, Robert A	10/27/1981	M	White	Production Supv
Farabaugh, Robert R.	4/22/2002	M	White	Warehouse Person
Faulkner, Louis H	5/22/1990	M	Black/African American	General Labor/Ops
Felicitati, James L	12/17/1973	M	White	Delivery Driver - Titr/Trasp
Felicitati, Jeffrey S	7/2/1984	M	White	Delivery Driver - Titr/Trasp
Fillman, Kenneth D	8/27/1976	M	White	Machine Operator
Flinney, Howard L	12/13/1989	M	Black/African American	Warehouse Person
Fleming, Alice R.	6/7/2001	F	Black/African American	Warehouse Person
Flowers, Ronald A	9/11/1990	M	Black/African American	Warehouse Person
Ford, Michael H.	9/17/2002	M	White	Merchandiser
Frederick Sr., Russell W	1/13/1986	M	White	Technician
Fubio, Christopher M	10/2/1985	M	White	CR - Conventional
Gage, Sean M.	3/1/2001	M	Asian/Pacific Islander	Merchandiser
Gaul, Jeffrey C.	3/12/2002	M	White	Merchandiser
Gray, Christopher L.	9/16/1994	M	White	Production Supv
Green, Crystal Sharon	4/15/1989	F	Black/African American	Adm'n Assistant-S&D
Gricco, Chris A	7/18/1994	M	White	TSM-On Premise
Grundy, Robert B	7/8/1985	M	Black/African American	Prod Avail Supv
Halston, William L.	6/3/2002	M	Black/African American	Technician

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Wilmington Employees 2002

Hanahan, Bridget M.	6/3/2002	9/9/2005	F	White	Merchandising Manager
Hanateln, George E.	11/8/1988		M	White	Mechanic - Production
Harmon, Glenn L.	3/13/2002	11/26/2002	M	White	Mechanic - Production
Harris, Ryan P.	5/28/2002	9/28/2002	M	White	Merchandiser
Henderson, Bruce L.	3/24/1980	8/8/2002	M	White	Sanitizer
Hersh, Matthew H.	5/28/2002	10/26/2005	M	White	Merchandiser
Hershfield, Jeffrey L.	9/10/2001		M	White	Prod Avail Supv
Hitchens, David	7/8/1991		M	White	Delivery Driver - Trlr/Trnsp
Hockin, Paul B.	3/6/2002		M	White	Merchandiser
Kowat, Jeffrey R.	8/3/2002	8/25/2002	M	White	Merchandiser
Hudson, James V.	3/5/2002		M	White	Merchandiser
Iovacchini III, Vincent J.	8/26/2001	1/2/2002	M	White	Merchandiser
Jabkowski, Gregory M.	7/3/2001	7/19/2002	M	White	Merchandiser
Jackson, Sean	4/28/1983		M	White	Merchandiser
Johnson Sr., Michael A.	7/27/1982		M	White	Developmental Assign/Ops
Johnson, Eugene C.	1/30/1989		M	Black/African American	Delivery Driver - Trlr/Trnsp
Johnson, Matthew J.	1/11/1988	2/4/2004	M	White	Mechanic - Production
Johnson, Scott A.	6/1/1982		M	White	Delivery Driver - Full Service
Johnson, Stephen D.	1/14/2002	3/20/2003	M	White	TSM-Bulk
Jones, Shareef M.	8/19/2002	8/28/2003	M	Black/African American	Technician
Kampmann, Leo E.	4/5/1970	2/27/2006	M	White	Merchandiser
Karnel, Stephen J.	4/3/1989		M	White	Delivery Driver - Bulk
Karp, Jaime B.	6/17/2002		F	White	Warehouse Person
Keller, James W.	9/24/1980		M	White	Territory Support Coordinator
Kern, Clifford Albert	5/29/1993		M	White	TSM-Conv
King, Howard A.	4/25/1990	5/18/2003	M	White	Merchandiser
Klaczekiewicz, Amanda L.	6/30/1986		M	White	Trlr/Trnsp Driver
Klein, Timothy J.	11/21/1984		F	White	Analyst-Customer Information
Krygler, Kenneth L.	8/8/2002	9/28/2005	M	White	General Labor/Ops
Kuech, Tabatha J.	10/15/2002	2/23/2005	M	White	Merchandiser
Lewis, Howard M.	4/25/1991		F	White	Safety Mgr Mu
Lawton Sr., Alfred D.	7/29/1974		M	Black/African American	Warehouse Person
Lemon, Alton S.	6/16/2001	3/7/2002	M	White	Technician
Lewis, Leroy J.	6/17/2002		M	Black/African American	Warehouse Person
Lobue, Thomas J.	5/20/1974	7/4/2004	M	White	Delivery Driver - Bulk
Loper Jr., Ernest	6/21/1990		M	Black/African American	General Labor/Ops
Lorber, Eric S.	8/3/2002		M	White	Warehouse Person
Lowins, Michael J.	12/28/2001		M	White	QC Lab Technician
Lyons, Jarred V.	6/17/2002	6/21/2002	M	White	Warehouse Person

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Wilmington Employees 2002

Mackrell, Charles S	7/17/2000	M	White	Mechanic - Production
Maley, Thomas J	3/1/1983	M	White	CR - Conventional
Mast, Dean E	10/30/1978	M	White	Bulk Driver
Mathews, Merrill James	10/30/1978	M	White	Delivery Driver - Bulk
Mathews, William G	2/8/1999	M	Black/African American	Warehouse Person
Maureges, Mark Matthew	8/7/1989	M	White	Prod Avail Supv
Mccarson, Richard W	12/17/2001	M	White	Merchandiser
McClain Jr., Charlie	12/28/1988	M	White	Supervisor-Delivery
McCormick Jr., James J.	4/11/1985	M	Black/African American	General Labor/Ops
McGallard, Richard W	6/10/1986	M	White	Warehouse Person
McGonigle, William J	8/31/1978	M	White	Delivery Driver - Bulk
McHugh II, Donald F.	8/22/1987	M	White	General Labor/Ops
McNat, Wade M	8/11/2001	M	White	Merchandiser
Meadow, Robin	3/25/2002	M	White	Warehouse Person
Middleton, Holly	2/5/1980	M	White	Machine Operator
Miller, Eric D	5/20/1991	F	White	Admin Assistant-Operations
Miller, Daniel J.	12/22/1987	M	White	CR - Bulk Account - A
Miller, Jackie E	12/11/1985	M	White	Warehouse Person
Mishaw, Angus W	10/4/1982	M	Black/African American	CR - Conventional
Morgan, Bert M.	11/23/1982	M	White	Delivery Driver
Morrison, William C	5/1/1985	F	White	MJ Financial Process Mgr
Murdoch Jr., Robert W	12/8/1986	M	White	Warehouse Person
Murphy, James	7/20/1990	M	White	General Labor/Ops
Nau, Jeffrey G	8/25/1980	M	White	CR - Conventional
Nelson, Craig M	4/25/1977	M	White	CR - Conventional
Nelson, Craig M	5/23/1984	M	White	New Business Sales Rep
Newton, Herbert L	5/25/1990	M	White	Territory Support Coordinator
Newton, Herbert L	5/25/1990	M	White	Gen Labor
Obara Jr., John Charles	12/29/1997	M	Black/African American	General Labor/Ops
O'Connor, Thomas J	4/18/1985	M	White	Checker
O'Connor, Thomas J	4/18/1985	M	White	CR - Conventional
O'Donald Jr., Richard W	4/2/1979	M	White	Conventional CR
O'Hara, Shawn M.	4/28/1999	M	White	CR - Conventional
Olds, Adam J.	5/29/2002	M	White	Warehouse Person
Olwolafe, Kenny O.	5/28/2001	M	White	Warehouse Person
Olwolafe, Kenny O.	5/28/2001	M	Black/African American	Account Sales Rep
Oslak, John J	10/13/1987	M	White	TSM-Conv
Oslak, John J	10/13/1987	M	White	Conventional CR
Osik, Robert A.	1/7/2002	M	White	Delivery Driver - Thr/Tmnp
				Merchandiser

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Wilmington Employees 2002

Palladino Jr., Ralph J	7/9/1974	M	White	Bulk Driver
Pelladino Jr., Ralph J	7/8/1974	M	White	Delivery Driver - Bulk
Palmer Jr., George R	12/31/1960	M	White	Fleet Manager
Palmer Jr., George R	12/31/1960	M	White	Fleet Mgr
Papill Jr., Louis A	10/31/1983	M	White	Checker
Paquin Jr., Arthur L	5/18/1994	M	White	Bulk Account Customer Rep (A)
Paquin Jr., Arthur L	8/18/1994	M	White	CR - Bulk Account - A
Pathak, Krunal M.	8/12/2002	M	Asian/Pacific Islander	Technician
Patterson, Daniel P	7/8/1987	M	White	CR - Conventional
Payne, James D	5/28/1992	M	White	Delivery Driver - Trlr/Tnsp
Perez Jr., Raul	8/7/2000	M	Hispanic	Bulk Account Customer Rep (A)
Perez Jr., Raul	8/7/2000	M	Hispanic	CR - Bulk Account - A
Poore, Christopher	7/28/1997	M	White	Delivery Driver - Full Service
Porter, Marvin L	5/18/1992	M	Black/African American	Technician
Purdy, Harold A	5/4/1998	M	White	Machine Operator
Pyle, Charles H	8/30/1990	M	White	Delivery Driver - Trlr/Tnsp
Redden, Timothy W.	5/7/2001	M	White	Bulk Account Customer Rep (A)
Redden, Timothy W.	5/7/2001	M	White	CR - Bulk Account - A
Reilly, Kevin E	8/11/1986	M	White	CR - Conventional
Railly, Kevin E	8/11/1986	M	White	Conventional CR
Riley, Karl G.	7/29/2002	M	Black/African American	Warehouse Person
Riley, Thomas S	1/17/1972	M	Black/African American	Prod Avail Mgr.
Rizzo Jr., Joseph S	4/11/1994	M	White	Checker
Roark, Michael S	5/2/1988	M	White	Warehouse Person
Robbins, Damian J.	7/11/1995	M	White	Bulk Account Customer Rep (A)
Robinson, Leonard J.	4/15/1996	M	Black/African American	Machine Operator
Robles Jr., Santos	7/9/2002	M	Hispanic	Warehouse Person
Rodgers, Charles J.	8/25/1997	M	White	Gen Labor
Rodgers, Charles J.	8/25/1997	M	White	General Labor/Ops
Rowe, Adam T.	6/28/2001	M	White	Merchandiser
Saunders, Ringgold	2/3/1986	M	White	Machine Operator
Schools, Sylvester L	2/28/1990	M	Black/African American	Gen Labor
Schools, Sylvester L	2/28/1990	M	Black/African American	Warehouse Person
Sharkey, Steven A	9/24/1979	M	White	Mechanic - Production
Sharkey, Steven A	9/24/1979	M	White	Prod Mech
Shemeld, Michael D	7/31/1993	M	White	Gen Labor
Shemeld, Michael D	7/31/1993	M	White	General Labor/Ops
Shepherd, Christopher J.	10/22/2000	M	White	Bulk Account Customer Rep (A)
Slimona Jr., Carlton W.	8/20/2002	M	Black/African American	Merchandiser
Slimo, John	4/29/2002	M	White	Merchandiser

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Slivinski Jr., Joseph A.	3/21/1989	5/31/2005	M	White	General Labor/Ops
Smallwood, Delaney D.	2/19/2002	4/9/2002	M	Black/African American	Warehouse Person
Smith, Michael J.	4/10/1986		M	White	Delivery Driver
Smyth, Thomas M.	3/8/1978	2/27/2004	M	White	QC Manager
Spencer, Peyton E.	4/12/1991		M	Black/African American	Warehouse Person
Spicer, Brian R.	6/22/2002		M	White	Warehouse Person
Spicer, Dennis R.	8/5/1978		M	White	CR - Conventional
Stebb, David W.	9/5/2000	9/5/2005	M	White	Production Supv
Stanley, Jeffrey S.	2/29/1986		M	White	Machine Operator
Stehrock, George F.	8/22/1997		M	White	Mechanic - Production
Stewart, Bernard T.	5/15/2000	3/31/2004	M	Black/African American	Warehouse Person
Stone, Jason A.	5/13/2002	5/17/2002	M	Black/African American	Warehouse Person
Stone, Vincent E.	4/30/2001		M	Black/African American	Warehouse Person
Szczepanski Jr., William J.	8/5/2002	11/21/2002	M	White	Merchandise
Thomas, Cleavon L.	5/7/2001	5/25/2004	M	Black/African American	Warehouse Person
Tillman, Kimani H.	8/17/2001	4/7/2002	M	Black/African American	Merchandise
Tillman, Marynna G.	5/8/2001	12/1/2004	F	Black/African American	Warehouse Person
Turner Jr., Ernest S.	9/3/1992		M	Black/African American	Machine Operator
Tweed, Edward E.	3/14/1987	3/30/2002	M	White	Bulk Driver
VanScovik, Diane M.	8/2/1998	9/20/2002	F	White	Administrator
Vlahos, Nicholas	9/26/2000		M	White	Merchandise
Vlahos, Ted	5/13/1986		M	White	Bulk Account Customer Rep (A)
Weber, Philip F.	12/30/1985	5/20/2004	M	White	Plant Manager
Wells, Jack E.	1/25/1988		M	White	Fleet Mechanic
Werner, Michael J.	8/17/2002	11/13/2002	M	White	Merchandise
Westenberger Jr., Francis C.	5/18/1998	6/20/2003	M	White	Warehouse Person
Whary, Leigh A.	8/23/2001	5/3/2002	F	White	Technician
Williams Sr., James K.	11/27/1995	4/30/2006	M	White	Sanitizer
Williams, William R.	9/23/1985		M	White	Technician
Wise, John D.	4/20/2000		M	White	Warehouse Person
Wise, John D.	4/20/2000		M	White	General Labor
Wray III, Bruce E.	10/21/1987		M	White	Merchandising Manager
Wray III, Bruce E.	10/21/1987		M	White	TSM-Bulk
Wright, Brent H.	5/25/1985	3/5/2003	M	Black/African American	Machine Operator
Wright, Jeffrey L.	8/18/1975		M	White	Delivery Driver - Bulk
Wyatt, Richard D.	5/10/1993	5/8/2002	M	White	Delivery Driver
Young, Amy J.	8/5/2000	7/1/2002	F	White	New Business Sales Rep
Youngblood, Eric M.	5/29/2002	8/14/2002	M	White	Warehouse Person
Zell, Deborah A.	1/22/1984		F	White	KAM I OP (MU)
Ziegler, Robert A.	5/29/1989		M	White	TSM-Bulk

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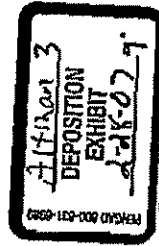
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Wilmington Employees 2003

EE Name	DOH	Term Date	Gender	Ethnic Group	Job Description
Alelio, Thomas P.	4/3/2003	11/4/2003	M	White	Merchandiser
Anscomb, Glenn D.	10/16/1974		M	White	Delivery Driver - Bulk
Arthur Jr., Charles M.	6/18/1969		M	White	Machine Operator
Bacale, Arnie R.	6/18/1992		M	Asian/Pacific Islander	Prod Avail Supv
Baltus, Kathleen A.	3/25/1985	12/6/2005	F	White	Admin Assistant-S&D
Basquill, Joseph	9/22/2003	6/1/2004	M	White	Merchandiser
Bateman, David M.	10/16/2001		M	White	CR-2 Person Bulk-VROT
Backer Jr., William C.	10/31/1988	7/30/2005	M	White	Warehouse Person
Beil Jr., James A.	6/6/1991		M	White	General Labor/S&D
Bing, Eric	5/31/1996		M	Black/African American	Machine Operator
Bishop, Khalilah L.	11/13/2003		M	Black/African American	Admin Assistant-S&D
Bleacher, Paul D.	3/19/1991	2/10/2006	F	White	Delivery Driver - Trif/Tmosp
Boulden II, Mark F.	7/22/2002	8/14/2003	M	White	Merchandiser
Bowman, Kenneth D.	9/9/1987		M	White	Forklift Oper
Bowman, Kimberly Dawn	12/22/1997		F	White	Admin Assistant-S&D
Boyd, Jeffrey A.	8/22/1988	5/12/2004	M	White	Delivery Driver - Trif/Tmosp
Bradley, Chris A.	7/15/2003	7/22/2003	M	Black/African American	General Labor/Ops
Brinton, Scott Carter	10/27/1998	1/21/2006	M	White	Merchandiser
Buckley Jr., John A.	12/1/1982		M	White	Delivery Driver - Trif/Tmosp
Bullock Jr., Robert	7/17/2003	7/17/2003	M	Black/African American	General Labor/Ops
Burns Jr., Brian J.	3/3/2003		M	White	Merchandiser
Burton, Joshua L.	6/16/2003	3/19/2004	M	White	Management Trainee/Operations
Byerly Jr., Howard W.	6/28/1996	3/19/2004	M	White	Production Supv
Cameron Jr., John K.	11/7/1988	9/1/2006	M	White	CR-2 Person Bulk-VROT
Campbell, John R.	4/26/1993		M	White	Machine Operator
Carson, David G.	4/26/1994		M	White	Warehouse Person
Cartwright, Justin E.	3/6/2000	1/30/2003	M	White	Machine Operator
Casey, Matthew S.	12/9/1986	9/3/2005	M	White	CR-2 Person Bulk-VROT
Cassidy, William J.	5/12/2003		M	White	Technician
Cephas Jr., Darrell A.	10/14/2003	5/31/2003	M	White	Warehouse Person
Cephas Jr., Dwight A.	5/29/2001	8/22/2006	M	Black/African American	Merchandiser
Cephas, Darrell A.	1/21/1990		M	Black/African American	Delivery Driver - Trif/Tmosp
Charles, George P.	9/16/1992		M	White	Forklift Oper
Charles, Robert A.	6/30/1975	5/28/2004	M	White	CR-2 Person Bulk-VROT
			M	White	Delivery Driver - Bulk

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Clarke, Lamont M.	7/17/2002	M	Black/African American	CR-2 Person Bulk-VROT
Clayton, Lawrence E	1/12/1987	M	White	Mgr Production
Clemens, Andrew P	10/20/1997	M	White	CR-2 Person Bulk-VROT
Clemens, Daniel J.	9/9/2002	M	White	Merchandiser
Clinett Jr., Mark S.	6/27/2003	M	White	Warehouse Person
Coale Sr., Jeffrey M	5/25/1994	M	White	Delivery Driver - Full Service
Coggins Jr., Robert H	6/10/1993	M	White	Forklift Oper
Collins, Wayne C	1/22/1991	M	White	Mechanic - Production
Conte, Valentino L	7/28/1976	M	White	Delivery Driver - Bulk
Cooney, Daniel J.	8/14/1995	M	White	General Labor/S&D
Corigan, Jeffrey M.	5/18/1998	M	White	General Labor/Ops
Crisley Jr., John J	5/29/1990	M	White	Unit Sales Manager
Curry, Howard F.	4/22/2003	M	White	Warehouse Person
Curtis, Christopher R	8/19/1985	M	White	CR - Conventional
Davis, Frederick J	12/31/1990	M	White	Fleet Mechanic
Degolyer, Gary D	9/16/2003	M	White	Merchandiser
Demby, Marshall L	7/9/1990	M	Black/African American	Machine Operator
DiProsperis, Gary	8/11/1995	M	Black/African American	Warehouse Person
Diubaldo, Domenic A.	12/16/1996	M	White	CR-2 Person Bulk-VROT
Dixon, Dwayne L.	6/17/1998	M	Black/African American	TSM-Bulk
Doyle, David	6/21/1995	M	White	CR - Conventional
Earl, Leon S	1/16/1978	M	Black/African American	Forklift Oper
Eastlack, Christopher T.	5/8/2002	M	White	Warehouse Person
Egan, Sean T	12/16/1997	M	White	Delivery Driver - Bay
Eller II, William T.	8/5/2002	M	White	Warehouse Person
Esbin, Scott B	12/31/1990	M	White	Fleet Mechanic
Falline, Robert A	10/27/1981	M	White	Production Supv
Faulkner, Louis H	5/22/1990	M	Black/African American	General Labor/Ops
Felice, James L	12/17/1973	M	White	Delivery Driver - Trif/Tmsp
Felice, Jeffrey S	7/21/1984	M	White	Delivery Driver - Trif/Tmsp
Fillman, Kenneth D	8/27/1976	M	White	Delivery Driver - Trif/Tmsp
Fils-Aime, Jeffrey C.	7/15/2003	M	Black/African American	General Labor/Ops
Finney, Howard L	12/18/1989	M	Black/African American	Machine Operator
Flowers, Ronald A	6/11/1990	M	Black/African American	Warehouse Person
Floyd, Timothy N	8/25/2003	M	Black/African American	Prod Avail Supv
Frederick Sr., Russell W	1/13/1986	M	White	Technician
Fulno, Christopher M	10/21/1985	M	White	CR - Conventional

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Gray, Christopher L.	9/19/1994	M	White	Production Supv
Green, Crystal Sharon	4/15/1999	F	Black/African American	Admin Assistant-S&D
Grice, Chris A.	7/18/1994	M	White	TSM-On Premise
Grove, DaJuan R.	7/23/2003	M	Black/African American	General Labor/Ops
Grundy, Robert B.	7/8/1985	M	Black/African American	Prod Avail Supv
Harston, William L.	9/3/2002	M	Black/African American	Technician
Haley, Brian E.	6/9/1986	M	White	Unit Sales Manager
Hanrahan, Bridget M.	6/3/2002	F	White	On Premise Sales Rep
Hanstein, George E.	11/8/1999	M	White	Mechanic - Production
Henderson, Bruce L.	3/24/1980	M	White	Sanitizer
Hershtfeld, Jeffrey L.	9/10/2001	M	White	Production Supv
Hitchens, David	7/8/1991	M	White	Delivery Driver - Trif/Tmnp
Hockin, Paul B.	9/6/2002	M	White	CR-2 Person Bulk-VROT
Hoffman, George W.	7/70/1978	M	White	General Labor/Ops
Hubbard, Charles M.	12/30/2003	M	Black/African American	Merchandiser
Hudson, James V.	3/5/2002	M	White	CR-2 Person Bulk-VROT
Jackson, Sean	4/28/1988	M	White	Developmental Assign/Ops
Johnson Sr., Michael A.	7/27/1992	M	Black/African American	Delivery Driver - Trif/Tmnp
Johnson, Eugene C.	1/30/1989	M	White	Mechanic - Production
Johnson, Matthew J.	1/1/1988	M	White	Delivery Driver - Full Service
Johnson, Shaka	3/4/2003	M	Black/African American	Merchandiser
Johnson, Stephen D.	11/4/2002	M	White	Technician
Jones Sr., Donald E.	5/8/1959	M	White	Warehouse Person
Jones, Shareef M.	8/19/2002	M	Black/African American	Merchandiser
Kampmann, Leo E.	4/6/1970	M	White	Delivery Driver - Bulk
Kamai, Stephen J.	4/8/1989	M	White	Forklift Oper
Karp, Jaime B.	6/17/2002	F	White	Territory Support Coordinator
Kelleher, James W.	9/24/1990	M	White	TSM-Conv
Kern, Clifford Albert	6/28/1998	M	White	Merchandiser
Klaczewicz, Amanda L.	6/30/1986	F	White	Analyst-Customer Information
Klein, Timothy J.	11/21/1994	M	White	General Labor/S&D
Krygier, Kenneth L.	8/8/2002	M	White	Merchandiser
Kusich, Tabatha J.	10/15/2002	F	White	Safety Mgr Mu
Laws, Howard M.	4/25/1991	M	Black/African American	Warehouse Person
Lawton Sr., Alfred D.	7/29/1974	M	White	Technician
Lewis, Leroy J.	6/17/2002	M	Black/African American	Machine Operator
Liang, Raymond	5/27/2003	M	Asian/Pacific Islander	General Labor/Ops

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Lobue, Thomas J	5/20/1974	M	White	Delivery Driver - Bulk
Loper Jr., Ernest	6/21/1990	M	Black/African American	Machine Operator
Lovins, Michael J.	12/26/2001	M	White	QC Lab Technician
Lubrano, Angelo J.	4/28/2003	M	White	Warehouse Person
Mackrell, Charles S	7/17/2000	M	White	Mechanic - Production
Mackrell, Eric T.	7/22/2003	M	White	General Labor/Ops
Maley, Thomas J	3/1/1993	M	White	CR - Conventional
Mast, Dean E	10/30/1978	M	White	Delivery Driver - Bulk
Mast, Dean E	10/30/1978	M	White	Delivery Driver - Full Service
Matthews, Merrill James	2/8/1999	M	Black/African American	Warehouse Person
Matthews, William G	8/7/1989	M	White	Prod Avail Supv
Mauragas, Mark Matthew	12/17/2001	M	White	Merchandiser
Mccarson, Richard W	12/28/1988	M	White	Supervisor-Delivery
McClain Jr., Charlie	4/11/1995	M	Black/African American	Machine Operator
McCormick Jr., James J.	6/10/1996	M	White	Sanitizer
McDonald, Adam K.	5/28/2003	M	White	Merchandiser
McGallard, Richard W	8/31/1978	M	White	Delivery Driver - Bulk
McGonigle, William J	6/22/1987	M	White	General Labor/Ops
Meadow, Robin	2/5/1990	M	White	Machine Operator
Middleton, Holly	5/20/1991	F	White	Admin Assistant-Operations
Miller, Eric D	12/22/1997	M	White	CR-2 Person Bulk-VROT
Miller Jr., Jackie E	7/9/2003	M	Black/African American	Warehouse Person
Miller, Daniel J.	12/11/1995	M	White	Forklift Oper
Miller, Daniel J.	12/11/1995	M	White	Warehouse Person
Miller, Jackie E	10/4/1982	M	Black/African American	CR - Conventional
Mishaw, Angus W	11/29/1982	M	White	Delivery Driver - Bay
Moody, Larry A.	5/27/2003	M	Black/African American	Warehouse Person
Morgan, Bert M.	5/1/1995	F	White	Financial Process Migr - MU
Morrison, William C	12/8/1988	M	White	Warehouse Person
Murdoch Jr., Robert W	7/20/1990	M	White	General Labor/Ops
Murphy, James	8/25/1980	M	White	CR - Conventional
Nau, Jeffrey G	4/25/1977	M	White	CR - Conventional
Nelson, Craig M	5/23/1994	M	White	On Premise Sales Rep
Newton, Herbert L	5/25/1990	M	White	General Labor/Ops
Obara Jr., John Charles	12/29/1997	M	Black/African American	Checker
O'Connor, Thomas J	4/16/1985	M	White	CR - Conventional
O'Donald Jr., Richard W	4/21/1979	M	White	CR - Conventional

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O'Hara, Shawn M.	4/26/1999	M	White	Machine Operator
Oscak, John J.	10/13/1987	M	White	Delivery Driver - Trlr/Tmisp
Palladino Jr., Ralph J.	7/8/1974	M	White	Delivery Driver - Bulk
Palmer Jr., George R.	12/31/1960	M	White	Fleet Manager
Papili Jr., Louis A.	10/31/1983	M	White	Checker
Paquin Jr., Arthur L.	5/19/1994	M	White	CR-2 Person Bulk-VROT
Patterson, Daniel P.	7/6/1987	M	White	CR - Conventional
Payne, James D.	5/26/1992	M	White	Delivery Driver - Trlr/Tmisp
Perez Jr., Raul	8/7/2000	M	Hispanic	CR-2 Person Bulk-VROT
Poore, Christopher	7/29/1997	M	White	Delivery Driver - Full Service
Porter, Marvin L.	5/18/1992	M	Black/African American	Technician
Purdy, Harold A.	5/4/1998	M	White	Machine Operator
Pyle, Charles H.	6/30/1990	M	White	Delivery Driver - Trlr/Tmisp
Radcliffe, Brian J.	5/24/2003	M	White	Merchandiser
Redden, Timothy W.	5/7/2001	M	White	CR-2 Person Bulk-VROT
Reilly, Kevin E.	8/11/1986	M	White	CR - Conventional
Ricca, Tuan J.	4/28/2003	M	Asian/Pacific Islander	Warehouse Person
Riley, Thomas S.	1/17/1972	M	Black/African American	Product Availability Mgr
Rizzo Jr., Joseph S.	4/11/1994	M	White	Production Supv
Roark, Michael S.	5/21/1998	M	White	Warehouse Person
Robbins, Damian J.	7/11/1995	M	White	Merchandising Manager
Robinson, Leonard J.	4/15/1996	M	Black/African American	Machine Operator
Robles Jr., Santos	7/9/2002	M	Hispanic	Machine Operator
Rodgers, Charles J.	8/25/1997	M	White	General Labor/Ops
Rodgers, Charles J.	8/25/1997	M	White	General Labor/S&D
Ryan Jr., John J.	11/19/2003	M	White	General Labor/Ops
Ryan, Erin G.	11/24/2003	F	White	QC Lab Technician
Saunders, Ringgold	2/8/1986	M	Black/African American	Machine Operator
Sharkey, Steven A.	9/24/1979	M	White	Mechanic - Production
Shemeld, Michael D.	7/31/1993	M	White	General Labor/S&D
Shepherd, Christopher J.	10/2/2000	M	White	CR-2 Person Bulk-VROT
Simmons Jr., Carlton W.	6/20/2002	M	Black/African American	Merchandiser
Sinno, John	4/29/2002	M	White	Merchandiser
Skinner, Donte L.	7/22/2003	M	Black/African American	General Labor/Ops
Slivinski Jr., Joseph A.	3/21/1969	M	White	General Labor/Ops
Slead, Ronald W.	3/28/1960	M	White	Delivery Driver - Bulk
Smathers, Michael S.	12/16/1999	M	White	Merchandiser

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Smith, Michael J.	4/10/1996	M	White	Delivery Driver - Bay
Smyth, Thomas M	3/6/1978	M	White	QC Manager
Spencer, Peyton E	4/12/1991	M	Black/African American	Forklift Oper
Spicer, Dennis R	9/5/1978	M	White	CR - Conventional
Stalb, David W.	9/5/2000	M	White	Production Supv
Stanley, Jeffrey S	2/29/1988	M	White	General Labor/Ops
Steinrock, George F.	8/22/1997	M	White	Mechanic - Production
Stewart, Bernard T	5/15/2000	M	Black/African American	General Labor/Ops
Stewart, Bernard T	5/15/2000	M	Black/African American	Warehouse Person
Stone, Vincent E.	4/30/2001	M	Black/African American	Machine Operator
Stinger, Joan A	9/4/1988	F	White	Machine Operator
Tentermano, Frank R.	5/17/2003	M	White	Merchandiser
Thomas, Cleavon L.	5/7/2001	M	Black/African American	Machins Operator
Tillman, Marlayna G.	5/8/2001	F	Black/African American	Warehouse Person
Turner Jr, Ernest S	9/3/1992	M	Black/African American	Machine Operator
Vlahos, Nicholas	9/26/2000	M	White	CR-2 Person Bulk-VROT
Vlahos, Ted	5/13/1996	M	White	CR-2 Person Bulk-VROT
Walker II, Lawrence	6/16/2003	M	White	Warehouse Person
Weber, Philip F	12/30/1985	M	White	Plant Manager
Wells, Jack E	12/5/1988	M	White	Fleet Mechanic
Westenberger Jr., Francis C.	5/18/1998	M	White	Warehouse Person
Williams Sr., James K.	11/27/1995	M	White	Sanitizer
Williams, William R.	9/23/1985	M	White	Technician
Williamson, William Henry	1/8/2003	M	White	Merchandiser
Wintz, Robert	8/18/2003	M	White	General Labor/Ops
Wise, John D.	4/20/2000	M	White	General Labor/Ops
Wray III, Bruce E	10/21/1997	M	White	TSM-Bulk
Wright, Brent H.	5/25/1995	M	White	Machine Operator
Wright, Jeffrey L	8/18/1975	M	Black/African American	Delivery Driver - Bulk
Zell, Deborah A	1/22/1984	F	White	KAM I OP (MU)
Ziegler, Robert A	5/29/1989	M	White	TSM-Bulk

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Wilmington Employees 2004

EE Name	DOH	Term Date	Gender	Ethnic Group	Job Description
Arthur Jr., Charles M	6/18/1969		M	White	Machine Operator
Bacale, Annie R	6/18/1992		M	Asian/Pacific Islander	Prod Avail Supv
Baigus, Kathleen A	3/26/1985	12/6/2005	F	White	Admin Assistant-S&D
Barkes, Christopher J	5/13/2004	11/14/2004	M	White	Merchandiser
Basquill, Joseph	9/22/2003	5/1/2004	M	White	Merchandiser
Bateman, David M.	10/15/2001		M	White	CR-2 Person Bulk-VROT
Becker Jr., William C	10/31/1988	7/30/2005	M	White	Machine Operator
Bell Jr., James A	6/6/1991		M	Black/African American	CR - PreSell - AOM
Berg, Raymond E.	8/23/2004	5/21/2005	M	White	Merchandiser
Bing, Eric	5/31/1986		M	Black/African American	Machine Operator
Bird, Andrew J.	5/14/2004	6/2/2004	M	Hispanic	Warehouse Person
Bishop, Khaliah L.	11/13/2003	2/10/2005	F	Black/African American	Admin Assistant-S&D
Biaszka, Craig M.	10/12/2004	12/23/2005	M	White	Merchandiser
Bleacher, Paul D	3/19/1991		M	White	Delivery Driver - Thr/Tmosp
Bowman, Kenneth D	9/9/1987		M	White	Forklift Oper
Bowman, Kimberly Dawn	12/22/1997		F	White	Admin Assistant-Operations
Boyd, Jeffrey A	8/22/1988	5/12/2004	M	White	Delivery Driver - Thr/Tmosp
Brazas, Robert A.	4/14/2004	4/21/2004	M	White	Merchandiser
Brinton, Scott Carter	10/27/1998	1/21/2005	M	White	CR-2 Person Bulk-VROT
Byrant, Shawn L	4/7/2004	4/8/2004	M	Black/African American	Warehouse Person
Buckley Jr., John A	12/1/1982		M	White	Delivery Driver - Thr/Tmosp
Burns Jr., Brian J.	3/3/2003		M	White	Production Supv
Burton, Joshua L.	6/16/2003	3/19/2004	M	White	CR-2 Person Bulk-VROT
Byerly Jr., Howard W.	5/28/1996		M	White	CR-2 Person Bulk-VROT
Cahall, Jason L.	12/3/2004	2/10/2005	M	White	Machine Operator
Cameron Jr., John K	11/7/1988	3/1/2006	M	White	General Labor/Ops
Campbell, John R	4/20/1993		M	White	Delivery Driver - Bay
Carlini, Christian N	1/26/1998		M	White	CR - PreSell - AOM
Carrington, Michael C.	3/30/2004	7/28/2005	M	White	CR-2 Person Bulk-VROT
Cartwright, Justin E.	3/6/2000	9/3/2005	M	White	Technician
Casey, Matthew S.	12/9/1996		M	White	CR-2 Person Bulk-VROT
Cephas Jr., Darrell A.	10/14/2003	8/22/2006	M	Black/African American	Merchandiser
Cephas Jr., Darrell A.	10/14/2003	8/22/2006	M	Black/African American	Warehouse Person
Cephas Jr., Dwight A.	5/23/2001		M	Black/African American	Forklift Oper
Cephas, Darrell A	1/21/1990		M	Black/African American	

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Charles, George P	9/16/1992	5/28/2004	M	White	CR-2 Person Bulk-VROT
Charles, Robert A	6/30/1976		M	White	Delivery Driver - Bulk
Clarke, Lamont M.	7/17/2002		M	Black/African American	CR-2 Person Bulk-VROT
Clayton, Lawrence E	1/12/1987	9/17/2005	M	White	Product Availability Mgr
Clemens, Andrew P	10/20/1997		M	White	CR-2 Person Bulk-VROT
Clemens, Daniel J.	9/9/2002	2/22/2005	M	White	CR-2 Person Bulk-VROT
Clement, James J.	8/11/2004		M	White	Warehouse Person
Clineff Jr., Mark S.	5/27/2003	8/23/2004	M	White	Delivery Driver - Full Service
Coale Sr., Jeffrey M	5/25/1994		M	White	Mechanic - Production
Collins, Wayne C	1/22/1991		M	White	Delivery Driver - Bulk
Conte, Valentino L	7/26/1976		M	White	Delivery Driver - Bay
Cooney, Daniel J.	8/14/1995		M	White	General Labor/S&D
Corigan, Jeffrey M.	5/19/1998		M	White	Delivery Driver - Bay
Curtis, Christopher R	8/19/1985		M	White	Fleet Mechanic
Davis, Frederick J	12/8/1990		F	White	CR - PreSell - AOM
DeAngelis, Dawn Roberts	3/15/2004		M	White	Warehouse Person
DeSimone, Mario V.	10/25/1999		M	White	General Labor/Ops
Demby, Marshall L	7/9/1990		M	Black/African American	CR-2 Person Bulk-VROT
Diubaldo, Domenic A.	12/16/1996		M	White	TSM-Bulk
Dixon, Dwayne L.	8/17/1986		M	Black/African American	Delivery Driver - Bay
Doyle, David	6/2/1995		M	White	Forklift Oper
Earl, Leon S	1/16/1978		M	Black/African American	Warehouse Person
Eastlack, Christopher T.	5/6/2002	2/8/2006	M	White	Warehouse Person
Edwards, Rodshik G.	10/12/2004		M	Black/African American	Delivery Driver - Bay
Egan, Sean T	12/16/1997		M	White	Delivery Driver - Fountain
Egan, Sean T	12/16/1997		M	White	Warehouse Person
Eller III, William T.	8/5/2002	4/18/2005	M	White	Fleet Mechanic
Esbin, Scott B	12/31/1990		M	White	Machine Operator
Faulkner, Louis H	5/22/1990		M	Black/African American	Warehouse Person
Felice, James L	12/17/1973		M	White	Delivery Driver - Trif/Tmosp
Felice, Jeffrey S	7/2/1984	1/26/2005	M	White	Delivery Driver - Trif/Tmosp
Fillman, Kenneth D	9/27/1976		M	White	General Labor/Ops
Finney, Howard L	12/13/1989		M	Black/African American	Warehouse Person
Flowers, Ronald A	6/11/1990	1/21/2004	M	Black/African American	Prod Avail Supv
Floyd, Timothy N	8/25/2003	9/17/2004	M	Black/African American	CR-2 Person Bulk-VROT
Fontes, Domingos M.	11/12/2004		M	Hispanic	Technician
Frederick Sr., Russell W	1/13/1986		M	White	

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Frederick, Ronald	6/28/2004	M	Black/African American	QC Lab Technician
Furio, Christopher M	10/2/1985	M	White	CR - Conventional
Gardiner, Richard C	3/30/2004	M	White	CR - PreSell - AOM
Goldberg, Edward F	6/15/1998 9/1/2005	M	White	Food Service Sales Rep
Goldberg, Edward F	6/15/1998 9/1/2005	M	White	TSM-Cony
Greene, Matthew M.	4/28/2004 11/1/2004	M	White	Warehouse Person
Grillo, Chris A	7/18/1994	M	White	Sales Operations Manager
Grundy, Robert B	7/8/1985	M	Black/African American	Safety Specialist
Guy, Louis O.	9/1/4/2004 4/26/2005	M	Black/African American	Merchandiser
Hairston, Donald E.	6/13/2004 7/2/2005	M	Black/African American	CR-2 Person Bulk-VROT
Hairston, William L.	9/3/2002	M	Black/African American	Technician
Hailey, Brian E	6/9/1986	M	White	KAM I RS (MU)
Halter, Jesse J.	4/2/2004	M	White	Merchandiser
Hampton, Jerome E.	5/1/4/2004 2/1/2005	M	White	Merchandiser
Hampton, Timmy R.	8/1/2/2004 10/4/2004	M	Black/African American	Warehouse Person
Harrahan, Bridget M.	6/8/2002 9/9/2005	F	White	KAM I RS (MU)
Hanstein, George E.	11/8/1999	M	White	Mechanic - Production
Hawthorne, Joshua M.	5/20/2004 12/21/2004	M	White	Merchandiser
Henderson, Bruce L	3/24/1980	M	White	Sanitizer
Hitchens, David	7/8/1991	M	White	Warehouse Person
Hubbard, Charles M	12/30/2003 8/13/2005	M	Black/African American	Merchandiser
Hudson, James V.	3/5/2002	M	White	Merchandising Manager
Jackson, Sean	4/28/1993	M	White	Product Availability Mgr
Johnson Jr., William N.	8/29/2004 7/16/2004	M	Black/African American	Warehouse Person
Johnson Sr., Michael A	7/27/1992	M	Black/African American	Delivery Driver - Trif/Tmisp
Johnson, Eugene C	1/30/1989	M	White	Mechanic - Production
Johnson, Matthew J	1/1/1/1988 2/4/2004	M	White	Delivery Driver - Full Service
Johnson, Scott A	6/1/1992	M	White	TSM-Bulk
Johnson, Shaka	3/4/2003	M	Black/African American	Warehouse Person
Jones, Charles E	4/8/2004 6/2/2004	M	Black/African American	Warehouse Person
Justis Jr., Danna D.	6/7/2004 8/16/2004	M	White	Warehouse Person
Kampmann, Leo E	4/5/1970 2/27/2006	M	White	Delivery Driver - Bulk
Kamal, Stephen J	4/3/1989	M	White	Forklift Oper
Kelleher, James W	9/24/1990	M	White	KAM I RS (MU)
Klaczewicz, Amanda L	6/30/1986	F	White	Customer Information Analyst
Klein, Timothy J	11/21/1994 9/28/2005	M	White	Delivery Driver - Bay
Kraus Jr., Vernon P	3/26/1996	M	White	Plant Manager

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Kygier, Kenneth L.	8/8/2002	2/23/2005	M	White	CR-2 Person Bulk-VROT
Kuech, Tabatha J.	10/15/2002		F	White	Safety Mgr MU
Laws, Howard M	4/26/1991		M	Black/African American	Warehouse Person
Lawton Sr, Alfred D	7/29/1974		M	White	Technician
Lewis, Leroy J.	6/17/2002		M	Black/African American	Machine Operator
Liang, Raymond	6/27/2003		M	Asian/Pacific Islander	General Labor/Ops
Lobue, Thomas J	6/20/1974	7/4/2004	M	White	Delivery Driver - Bulk
Loper Jr, Ernest	6/21/1990		M	Black/African American	Machine Operator
Loxins, Michael J.	12/26/2001		M	White	QC Lab Technician
Mackrell, Charles S	7/17/2000		M	White	Mechanic - Production
Mackrell, Eric T.	7/22/2003		M	White	QC Lab Technician
Maley, Thomas J	3/1/1993		M	White	Delivery Driver - Bay
Martin, Adam G.	6/17/2004		M	White	Merchandiser
Mast, Dean E	10/30/1978		M	White	Delivery Driver - Bay
Matthews, Merrill James	2/8/1998	8/15/2004	M	Black/African American	Warehouse Person
Matthews, William G	8/7/1989		M	White	Prod Avail Supy
Mauragas, Mark Matthew	12/17/2001	9/4/2006	M	White	Merchandiser
McCann, Curtis J	5/24/2004	8/7/2004	M	White	Warehouse Person
McClain Jr, Charlie	4/11/1995		M	Black/African American	Machine Operator
McComick Jr, James J.	6/10/1996	7/22/2004	M	White	Sanitizer
McDaniel, Brian J.	6/15/2004	7/30/2004	M	White	Warehouse Person
McDonald, Adam K.	5/28/2003	3/1/2004	M	White	Merchandiser
McGalliard, Richard W	8/31/1978		M	White	Delivery Driver - Bulk
McGonigle, William J	6/22/1987		M	White	Warehouse Person
McMann, Timothy D.	8/22/2004		M	White	CR-2 Person Bulk-VROT
McCarson, Richard W	12/28/1998		M	White	Supervisor-Delivery
Meadow, Robin	2/6/1990		M	White	Machine Operator
Middleton, Holly	5/20/1991		F	White	Admin Assistant-Operations
Miller, Daniel J.	12/11/1995		M	White	Forklift Oper
Miller, Jackie E	10/4/1982	2/22/2006	M	Black/African American	CR - Conventional
Mishaw, Angus W	11/23/1982		M	White	Delivery Driver - Full Service
Moody, Larry A.	5/27/2003	8/30/2005	M	Black/African American	Warehouse Person
Morgan, Brett M.	5/1/1995	3/22/2004	F	White	Mgr MU Compl & Cntrl
Munson, Christine A.	4/8/2004	6/3/2004	F	Black/African American	Admin Assistant-S&D
Murdoch Jr, Robert W	7/20/1990	11/17/2004	M	White	Delivery Driver - Bay
Murphy, James	8/25/1980	3/8/2005	M	White	Delivery Driver - Bay
Nau, Jeffrey G	4/25/1977		M	White	Delivery Driver - Bulk

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Nelson, Craig M	5/23/1984	2/13/2004	M	White	On Premise Sales Rep
O'Connor, Thomas J	4/16/1985		M	White	Delivery Driver - Bay
O'Donald Jr., Richard W	4/21/1979		M	White	Delivery Driver - Bay - VROT
O'Hara, Shawn M.	4/26/1999		M	White	Machine Operator
Obara Jr., John Charles	12/28/1997		M	White	Prod Avail Supv
Olds, Adam J.	5/29/2002		M	White	Prod Avail Supv
Olowolafe, Kenny O.	5/28/2001	7/15/2005	M	Black/African American	TSM-AOM
Olowolafe, Kenny O.	5/28/2001	7/15/2005	M	Black/African American	TSM-Bulk
Osciak, John J	10/13/1987		M	White	Delivery Driver - Trlr/Trnsp
Osciak, John J	10/13/1987		M	White	Warehouse Person
Palladino Jr., Ralph J	7/8/1974		M	White	Delivery Driver - Bulk
Palmer Jr., George R	12/31/1990		M	White	Fleet Manager
Paoletti, Thomas N	3/26/1990		M	White	Delivery Driver - Full Service
Papili Jr., Louis A	10/31/1983		M	White	Checker
Paquin Jr., Arthur L	5/19/1994		M	White	CR-2 Person Bulk-VROT
Patterson, Daniel P	7/6/1987		M	White	CR - Conventional
Payne, James D	5/28/1992		M	White	Delivery Driver - Trlr/Trnsp
Perez Jr., Raul	8/7/2000	9/4/2004	M	Hispanic	Merchandiser
Pollitt Edmund F	6/10/2004		M	White	Delivery Driver - Bay
Sanders II, Arthur J.	5/19/2004	8/6/2004	M	Black/African American	Merchandiser
Saunders, Ringgold	2/3/1986		M	Black/African American	Machine Operator
Schuthais, Brian J.	9/30/2004		M	White	Merchandiser
Sharkey, Steven A.	9/24/1979		M	White	Mechanic - Production
Shemeld, Michael D	7/31/1993		M	White	Delivery Driver - Bay
Shepherd, Christopher J.	10/22/2000	7/21/2006	M	White	CR-2 Person Bulk-VROT
Skinner, Donita L.	7/22/2003	6/1/2004	M	Black/African American	Warehouse Person
Silwinski Jr., Joseph A	3/21/1989	5/31/2005	M	White	Machine Operator
Smathers, Michael S.	12/15/1999	2/1/2004	M	White	Merchandiser
Smith, Michael J.	4/10/1996		M	White	Delivery Driver - Bay
Smyth, Thomas M	3/6/1978	2/27/2004	M	White	QC Manager
Spencer, Peyton E	4/12/1991		M	Black/African American	Forklift Oper
Spicer Jr., Dennis R.	6/7/2004	9/4/2006	M	White	Merchandiser
Spicer, Brian R.	5/22/2002		M	White	Delivery Driver - Bay
Spicer, Dennis R	9/5/1978		M	White	Delivery Driver - Bulk
Stalb, David W.	9/5/2000	9/5/2005	M	White	Maintenance Mgr
Stanley, Jeffrey S	2/29/1988		M	White	General Labor/Ops
Steinrock, George F.	6/22/1997		M	White	Mechanic - Production

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Stewart, Bernard T	5/15/2000	3/31/2004	M	Black/African American	General Labor/Ops
Stoehr, Richard	5/25/2004	6/23/2004	M	White	QC Lab Technician
Williams Jr., Keith F.	7/6/2004	7/16/2004	M	Black/African American	Warehouse Person
Williams Sr., James K.	11/27/1995	4/30/2006	M	White	Warehouse Person
Williams, Edward J.	5/17/2004		M	Black/African American	Warehouse Person
Williams, William R	9/23/1985		M	White	Technician
Wintz, Robert	8/18/2003		M	White	Warehouse Person
Wise, John D.	4/20/2000		M	White	Warehouse Person
Wright, Jeffrey L	8/18/1976		M	White	Delivery Driver - Bulk
Zell, Deborah A	1/22/1984		F	White	KAM IFS (MU)
Ziegler, Robert A	5/29/1989		M	White	TSM-Bulk
Pollitt, Edmund F	6/10/2004		M	White	Delivery Driver - Bay - VROT
Poore, Christopher	7/28/1997		M	White	Delivery Driver - Full Service
Purdy, Harold A	5/4/1998		M	White	General Labor/Ops
Pyle, Charles H	6/30/1990		M	White	Delivery Driver - Trif/Tmosp
Rally, Kevin E	8/11/1986	12/3/2004	M	White	Delivery Driver - Bay
Ricca, Tuan J.	4/28/2003		M	Asian/Pacific Islander	Forklift Oper
Riley, Thomas S	1/17/1972	5/2/2005	M	Black/African American	Product Availability Mgr
Rizzo Jr., Joseph S	4/11/1994		M	White	Production Supv
Roark, Michael S	5/2/1996		M	White	Warehouse Person
Robbins, Damian J.	7/11/1995		M	White	TSM-Bulk
Robinson, Leonard J.	4/16/1996		M	Black/African American	Machine Operator
Robles Jr., Santos	7/9/2002		M	Hispanic	Machine Operator
Rullo, Joseph M	2/5/1990		M	White	Delivery Driver - Trif/Tmosp
Ryan Jr., John J	11/19/2003	8/20/2004	M	White	Warehouse Person
Ryan, Erin G.	11/24/2003	5/14/2004	F	White	QC Lab Technician
Sample, Valerie D.	8/9/2004		F	White	Food Service Sales Rep
Stone, Vincent E.	4/30/2001		M	Black/African American	Machine Operator
Sweeney, Brian P.	5/21/2004	6/24/2004	M	White	Warehouse Person
Talley, Brandon T	4/27/2004	11/21/2004	M	White	Merchandiser
Tenteromano, Frank R.	5/17/2003	5/17/2005	M	White	Merchandiser
Thomas, Cleavon L.	5/7/2001	5/26/2004	M	White	Warehouse Person
Thomas, Mark G.	5/17/2004	7/30/2005	M	Black/African American	Delivery Driver - Bay - VROT
Tilman, Marlayna G.	6/8/2001	12/1/2004	F	White	Delivery Driver - Trif/Tmosp
Tucker Jr., Johnny M.	9/14/2004	4/26/2005	M	White	Merchandiser
Tumbull, Lauren A.	12/6/2004		F	White	TSM-AOM
Turner Jr., Ernest S	9/3/1992		M	Black/African American	Forklift Oper

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Vega, Wally P.	7/28/2004	8/31/2004	M	Black/African American	Warehouse Person
Vent, David T.	3/11/1985		M	White	Delivery Driver - Bay
Vlahos, Nicholas	9/26/2000		M	White	CR-2 Person Bulk-VROT
Vlahos, Ted	5/13/1996		M	White	CR-2 Person Bulk-VROT
Wallace, Derrick L.	5/24/2004	5/24/2004	M	Black/African American	Merchandiser
Washington Jr., Brian K.	6/8/2004		M	Black/African American	Merchandiser
Washington Jr., James S.	5/24/2004	5/24/2004	M	Black/African American	Delivery Driver - Titr/Trns
Weber, Philip F.	12/30/1985	5/20/2004	M	White	Plant Manager
Wells, Jack E.	1/25/1988		M	White	Fleet Mechanic

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CERTIFICATION OF SERVICE

I, Barbara H. Stratton, hereby certify that on April 23, 2007, J. Stephen Woodside caused a true and correct copy of plaintiff's answering brief and appendix in opposition to defendants' motions for summary judgment to be served upon the following, by first class United States Mail, postage prepaid:

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